Cases Reported this Week.

In the Solicitors' Journal.

In the Weekly Reporter.

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CURRENT TOPICS.

DURING THE present sittings no actions with juries will be tried in the Queen's Bench Division after the 20th inst.

ON TUESDAY, the 14th inst., Court of Appeal No. 2 will resume the hearing of chancery final appeals, and on that day Court of Appeal No. 1 will hear admiralty appeals with assessors. There are now about forty cases in the list of each division.

ON FOUR DAYS last week Mr. Justice ROMER'S list broke down, there not being a sufficient number of effective cases in the paper. A considerable waste of time was thereby occasioned, but it is by no means certain that blame can attach to any individual. The difficulty in settling the paper for the following day is caused by the apprehension, on the one hand, that enough work may not be provided to occupy the day, and, on the other hand, if the list is lengthy, that many persons may be brought to the court unnecessarily. It is unfortunate that the incident should have occurred four times in a week in one court.

THE MONTHLY LIST of the register of sales, purchases, and mortgages published by the Incorporated Law Society has been much diminished in size, in consequence of the adoption of a suggestion, made long ago in this journal, that the division of the register into columns, except in the case of money for investment, occasioned great loss of space and postage. We believe that the list is now only half the size it has hitherto been. Another very convenient alteration is that the registry is now accommodated on the ground floor, which will save much of the time spent in roaming about corridors in search of it.

OUR READERS would observe that upon the recent inquiry before the Privy Council with regard to the claim of London to have a teaching university, with the power of conferring degrees, the Incorporated Law Society were represented by counsel; their object being to urge that, in case a faculty of law or jurisprudence should be established, they should be represented on the senate of the proposed university, and also to protect the rights and privileges of the society with regard to the teaching and examination of persons seeking to become solicitors. The claim of the society for representation on the senate rests upon the fact that since 1836 it has practically had the conduct of the examinations required to be passed by solicitors, together with the custody of the roll of solicitors, and the right to grant annual

certificates to practise. The society made a representation to the Privy Council, in which they urged that an opportunity should be afforded to them of stating their views on these subjects, not with any desire to oppose or impede any well-devised scheme for improving higher education in London, but for the purpose of preserving their rights and interests as representing the solicitor branch of the legal profession. We are not as yet in a position to state whether the Incorporated Law Society will obtain the recognition they seek; but it seems probable that a faculty of law will be included in the charter, and in that event we have no doubt that the Incorporated Law Society will be represented on the senate. None of the four inns of court was represented at the hearing.

THE DECISION OF the Court of Appeal in *Dashwood* v. *Magniac* (reported elsewhere) practically affirms the principle established by JESSEL, M.R., in *Honywood* v. *Honywood* (L. R. 18 Eq. 306). In the latter case it was held that, although a tenant for life impeachable for waste was not allowed to cut timber, yet an exception existed with regard to timber estates—that is, estates cultivated merely for the produce of saleable timber, and where the timber was cut periodically. "In these cases," said Sir GEORGE JESSEL, "the same kind of cultivation may be carried on by the tenant for life that has been carried on by the settlor on the estate, and the timber so cut down periodically in due course is looked upon as the annual profits of the estate, and, therefore, goes to the tenant for life." This was admitted to be a rule established principally by modern authorities in favour of the owners of timber estates, but it is so obviously in accordance with common sense that it would have been a pity if the Court of Appeal had found it necessary upon any merely technical grounds to interfere with it. LINDLEY, L.J., by the method of treatment which he adopted, incurred a danger of doing this. Possibly his judgment does not materially differ from that of the late Master of the Rolls, but in asking for strict proof of the existence of a custom to cut beech, he laid himself open to the retort of KAY, L.J., that a custom must be immemorial, and it was admitted that the custom in question did not possess this quality. The principle laid down in *Honywood* v. *Honywood* was more readily adopted by BOWEN, L.J., who, from the general position of the tenant for life as the usufructuary of the estate, argued that he was entitled to whatever was in fact included in the income. This, indeed, is just what Sir GEORGE JESSEL held, and his judgment will still be found to contain the most convenient statement of the law.

THE CUSTOM of reserving judgments is, we understand, becoming, especially with some judges, a common one. It seems to us that much valuable time might be saved to the public if such judgments, when written, instead of being read out in open court, were delivered to the litigants for their perusal, and, of course, to reporters for publication. It would still be necessary to appoint a time for deciding any question incidental to the judgment, but, instead of this being preceded by a rapid and partially inaudible reading of the judgment, counsel and their solicitors would come prepared, being provided with copies of the judgment, which would be taken as read. Under the present system it sometimes requires the most strained attention to follow what is generally an elaborately-worded opinion of the law. Every judge is not a perfect master of elocution, and, moreover, appreciating the fact that time is valuable, he is apt to hurry over the reading, and, with his head bent over the document, to deliver himself of the conclusion at which he has arrived with the least possible delay and in utter defiance of all laws of punctuation. Besides, the cautiously-worded document is often so framed that the excited suitors are kept entirely in the dark as to which side the judge will favour until nearly the end, and even the most sagacious are sometimes surprised when the result is announced. The system, therefore, seems objectionable, not only as a waste of public time, but as involving an unnecessary strain upon the litigants and their advisers, who are also often kept in suspense as to their rights longer than need be by the fact that a reserved judgment is generally ready before it can conveniently be delivered in open court. As an example of the existing system we may mention that on Wednesday last the two Courts of Appeal were prevented from commencing their usual lists until after twelve o'clock. In Court of Appeal No. 2 reserved judgments were being delivered by Lords Justices LINDLEY, BOWEN, and KAY in the case of *Dashwood* v. *Magniac*. Court of Appeal No. 1 was to be composed of the Lord Chief Justice and Lords Justices BOWEN and KAY, and could not, therefore, sit until the judgments in question had been disposed of. After the delivery of the judgments Court of Appeal No. 2 was to be composed of Lords Justices LINDLEY, FRY, and LOPES. The result was that the services of the Lord Chief Justice and Lords Justices FRY and LOPES were suspended during the period taken for disposing of the judgments, which, being somewhat elaborate, took nearly an hour and a half to read. After all a question arose upon the judgments which had to be postponed for mention on a later day, whereas, if opportunity for a previous perusal of the judgments had been given, it might probably have been disposed of there and then.

IN THE RECENT case of *How* v. *London and North-Western Railway Co.* (reported elsewhere) the important question of whether an appeal will lie from the order of a county court judge, upon an application for a new trial, which has so often been discussed in these columns, was again raised. In the case under discussion the sole ground of appeal was that the county court judge had wrongly set aside the verdict of a jury as being against the weight of evidence and had directed a new trial. The court (CAVE and CHARLES, JJ.), in a considered judgment delivered by CAVE, J., whilst dismissing the appeal with costs, upon the ground that there was no power to review a determination of a county court judge upon a mere question of fact, held that an appeal does now lie from an order made by him granting, but not refusing, a new trial, where the point involved is one of law. Without examining, in detail, the various reasons given by the court for this decision, it may be mentioned that reliance was placed upon the language of the County Courts Act, 1888, on the subject of appeals, and upon the following cases—namely, *Dinger* v. *Mathews* (88 L. T. 139), *Carruthers* v. *Fisher* (not reported), and *Murtagh* v. *Barry* (24 Q. B. D. 632). It is, however, to be noticed that the above decision does not deal specifically with the objection that an order upon an application for a new trial is *interlocutory* and not *final*, and therefore incapable of being reviewed, even under section 120 of the County Courts Act, 1888, which now governs the right of appeal. Nor does it expressly consider whether a county court judge possesses an unfettered discretion with regard to all applications to him for new trials, with which the High Court cannot interfere, though the opinion is certainly expressed that there is no right of appeal against an order made by him *refusing* a new trial. It is submitted that the decision in question distinctly overrules the case of *Murtagh* v. *Barry* (*ubi suprà*), where the court (Lord COLERIDGE, C.J., and MATHEW, J.) held (and as we have ventured to suggest erroneously, 34 SOLICITORS' JOURNAL, 449, 471) that an appeal does lie from an order of a county court judge granting a new trial upon the ground that the verdict was against the weight of the evidence, and also conflicts with the decision given by the Probate Division in *The Cashmere* (38 W. R. 623, 15 P. D. 121), to which the attention of the court does not appear to have been called. As leave to appeal to the Court of Appeal was given it is to be hoped that the important question involved, together with the various decisions already pronounced upon it, will, ere long, be satisfactorily disposed of.

THE CONSTRUCTION OF the provision in section 4 (1) (*h*) of the Bankruptcy Act, 1883, has frequently perplexed the courts. According to this a debtor commits an act of bankruptcy when he gives notice to any of his creditors that he has suspended, or is about to suspend, payment of his debts. If the notice were always a formal statement to this effect, there would be no difficulty but, inasmuch as it may be collected from documents issued for other purposes, it is impossible to avoid a considerable element of uncertainty. This is shewn by the case of *Re Crook*

(24 Q. B. D. 320), in which the Court of Appeal, after laying down the rule which ought to guide the court, ended by differing as to its application. There, as in previous cases, the debtor had sent round a circular to his creditors intimating that he desired to make an arrangement with them, and it was said that, for this to constitute an act of bankruptcy, it must amount to a notice from which an ordinary business man would understand that, if the creditors would not accept less than was due to them, the debtor would have no alternative but to suspend payment. The majority of the court held that such was, in fact, the true meaning of the circular, and consequently an act of bankruptcy had been committed; and the decision has been affirmed this week by the House of Lords. But the difficulty of the matter is again illustrated by the case of *Re Entwistle* before CAVE and CHARLES, JJ. Here two circulars were in question. The first stated expressly that the debtor was solvent and intended to pay all claims in full, but he would require time in order to realize his assets. This could hardly be treated as a notice that he was going to suspend payment. Indeed, the object of the intimation was that an arrangement might be made by which suspension would be avoided. But the next circular, a week later, adopted a different tone. In the interval, so it stated, a meeting of creditors had been held, and a composition of seven shillings and sixpence in the pound accepted. An annexed account showed liabilities £1,600, and assets £680. Nothing was said as to what would happen if the arrangement fell through, but an ordinary business man might fairly conclude that the debtor had now made up his mind to suspend payment. Accordingly the court declined to interfere with the judgment of the county court judge, who had held that an act of bankruptcy had been committed. The difficulty, of course, arises from the fact that any notice is sufficient from which the creditors may, with reasonable certainty, infer that the debtor is about to suspend payment, and this reasonable inference is often a very debatable matter.

THE *Times* of Thursday states that "in several boroughs and counties the magistrates have instructed the police to prepare reports as to the general character and conduct of each licensed victualler" in their licensing district, "with the expressed intention of selecting for suppression those houses which are unfavourably reported upon"; that "it is not proposed that these reports shall be sworn ones, or that their contents shall necessarily be made known to the publicans concerned," and that a statement "embodying the facts of the case" has been submitted to Lord BRAMWELL, who has expressed in writing, and fully authorizes the publication of, the opinion that "whatever fact, information, or evidence an English tribunal acts upon, or has for its consideration, should be on oath, and made known to the party affected by it." It was hardly necessary to promulgate this opinion, looking to the specific requirements of section 42 of the Licensing Act, 1872, in relation to procedure at renewals. By sub-section 2 of that section the licensing justices "shall not entertain any objection to the renewal" of a licence, "or take any evidence with respect to the renewal thereof unless written notice of an intention to oppose the renewal of such licence has been served on the holder," which notice must, by section 26 of the Licensing Act, 1874, state in general terms the grounds on which the renewal of the licence is to be opposed. And by sub-section 3 of section 42 of the Act of 1872 "the justices shall not receive any evidence with respect to the renewal" of a licence "which is not given on oath." This enactment would, no doubt, render it necessary for any of the licensing justices themselves, if giving evidence as to the undesirability of renewing the licence of a particular house, to give such evidence on oath.

On the 3rd inst. the following Bills received the Royal assent:—Consolidated Fund (No. 2), Customs and Inland Revenue, Savings Banks, Museums and Gymnasiums, Reformatory and Industrial School (Children), Herring Branding (Northumberland), Elementary Education Provisional Orders Confirmation (West Ham), London (Boundary-street, Bethnal-green) Provisional Order, Thames Valley Drainage Provisional Order, Latimer-road and Acton Railway (Extension of Time), Thames Deep Water Dock, London Overhead Wires, and London Sky Signs.

THE MIDDLESEX REGISTRY BILL.

THE Bill which has been introduced by the Lord Chancellor under the title of the Land Registry (Middlesex Deeds) Bill revives a project of reform which has been slumbering for some six years. The first step was taken by the Middlesex Registry Act, 1891, which received the Royal Assent on the 11th of May last, and which transferred the powers of the Middlesex registrars to the Registrar of the Land Registry. The present Bill completes the change by transferring the registry itself. Under clause 1 the Middlesex Registry is to be transferred to the Land Registry established under the Land Transfer Act, 1875, and is to form part of that office and to be conducted by the registrar of that office accordingly. And, by clause 3, all land, registers, books, papers, and effects held or used for the purposes of the Middlesex Registry are to vest in Her Majesty for the public service.

The most important matter, of course, is the manner in which the registration of deeds is to be conducted in future. In the first place the second schedule shews that the greater part of the Middlesex Registry Act, 1708, is to be repealed. It may be said that only the sections which lay down its governing principles are retained, while all the details are subjected to alteration. Thus, under sections 1, 8, 9, 10, and 15, memorials of deeds and wills are still to be registered, and persons forging entries of memorials will be liable to punishment. But sections 5, 6, and 7, which prescribe the contents of memorials and the manner of registration, are repealed. So, *inter alia*, are section 11, regulating the fee to be taken for entries, section 16, as to entry of satisfaction of mortgages, section 17, excluding from the Act copyhold estates and leases with actual possession not exceeding twenty-one years (has the effect of this repeal been considered?), and section 19, requiring the registrar to enter memorials of judgments. Clauses 6 and 7 of the Bill provide that the discharge of a mortgage is only to be denoted by registering a memorial of the instrument of discharge, and that no memorial of a judgment need in future be registered. The latter provision is, of course, right, as the ordinary registration of judgments is sufficient. But it seems to be a mistake to abolish the note of satisfaction of a mortgage.

But the chief changes introduced by the Bill are contained in clauses 2 and 5. Clause 2 consists of three sub-clauses. The second of these applies to the Middlesex Registry Act, 1708, the power of making rules conferred upon the Lord Chancellor by sections 111 and 112 of the Land Transfer Act of 1875. Section 111 relates generally to the keeping of the register, and section 112 to the amount of fees to be taken, but the provision that these may depend on the value of the land is expressly excluded. Thus the uniformity of fees established by *Munton* v. *Lord Truro* (35 W. R. 138, 17 Q. B. D. 783) is to be maintained. Sub-clause (3) incorporates any rules so made into the Act of 1708, and sub-clause (1) provides that, subject to such rules, those contained in the first schedule are to be observed. Thus we have to deal with this schedule and with clause 5. Generally they refer (1) to the mode and effect of registration, and (2) to the keeping of the indexes.

(1) *The mode and effect of registration.*—Rule 4 of the schedule leaves it to the registrar to prescribe the form and contents of memorials, and rule 5 provides that the filing of the memorial shall constitute the registration without any necessity for copying it into a book. These provisions ought to enable the registrar to make the work of registration a very simple matter. But clause 5 carries the same policy further. It will still be necessary for the memorial to be verified by oath (sub-clause (3)), but the office will have nothing to do with its accuracy. For this the person on whose behalf it is left for registration is to be responsible, and the registration is only to be effectual so far as the memorial is substantially correct (sub-clause (1)). Moreover, the officials will no longer indorse on the instrument a certificate of registration. The place of this will be taken by a notice in a prescribed form to be indorsed on the instrument by the person leaving the memorial, and to be signed by an officer of the Registry. When so signed it is to be evidence that a memorial purporting to relate to the instrument has been registered (sub-clause (2)). Sub-clause (4) provides that, in the event of an inaccuracy in the memorial, any person injured

by it may have a memorandum of inaccuracy indorsed on the memorial. Under these provisions the business of the registry is reduced to filing the memorials as they are presented and compiling suitable indexes.

(2) *The indexes.*—On this point we are glad to see that the schedule introduces a reform which has long been called for. This is, the division of the county into districts, with separate indexes for each district, and also the use of the ordnance survey to facilitate reference. Rule (1) provides that the county of Middlesex, as existing for the purpose of the registration of deeds, shall be divided into districts for registration purposes, and that these districts shall be, as far as practicable, the parliamentary boroughs and county divisions as defined by the Redistribution of Seats Act, 1885. These districts are to be marked on the 6-inch ordnance map, and every memorial is to state the district and the number of the sheet of the ordnance map in which the property is situated. To facilitate this, maps of the district are to be prepared shewing the sheets of the ordnance survey which they include. These arrangements having been made, it is provided by rule (3) that a separate index is to be kept for each district, and rule (7) gives the registrar power to determine the mode in which this is to be done, and the particulars to be entered. These indexes will include only memorials filed after the commencement of the Act. As to memorials entered previously, the registrar is empowered by rule (8) to form a consolidated index from the present lexicographical index, to cover such period as he may think advisable.

Finally, rule (9) abolishes the necessity for registration at all under the Middlesex Registry Acts when the instrument which would ordinarily be registered confers a title to apply for registration with possessory title under the Land Transfer Act, 1875, and such registration is completed.

The general effect of the Bill seems to be to make it possible for the registrar to simplify and expedite very materially the conduct of the business of the registry. It omits, however, to provide for the making of official searches and the issue of certificates of the result.

THE STATUTE OF LIMITATIONS AS AFFECTING MORTGAGEES.

III.

As we have already seen, the immediate decision in *Harlock* v. *Ashberry* (30 W. R. 327, 19 Ch. D. 539) was that a payment of rent by the tenant of mortgaged property to the mortgagee was not a payment within 1 Vict. c. 28, so as to save the statute from running against the mortgagee. This was upon the ground that the payment, to have such an effect, must amount to an admission or acknowledgment of the liability of the person making it and of the right of the person receiving it. The two words are used indiscriminately, though it may be more convenient to speak of an admission of liability and an acknowledgment of right. But such admission or acknowledgment can be made only by a person liable to pay. Hence, as the tenant is not a person liable to make any payment under the mortgage, a payment by him is not sufficient. So far the reasoning of the Court of Appeal is confined to shewing by whom the payment is to be made, and nothing is said as to the effect of the payment when made. As was pointed out by KINDERSLEY, V.C., in *Coope* v. *Cresswell* (L. R. 2 Eq., at p. 117), these are two distinct questions, and the answer to the first does not necessarily assist in answering the second. But in the article in the *Law Quarterly Review*, to which we have already referred (*ante*, p. 573), Mr. MILLIDGE adds another step to the reasoning, and thereby carries the result far beyond anything which was in the contemplation of the judges when they decided the case. An admission, he says, by A. cannot affect B., unless, indeed, A. is the agent of B. Consequently the only person who can make an admission to affect land is the owner of the land or his agent. The argument then runs as follows:—A payment to save the statute must be an admission of liability; but such an admission can only be made by a person liable to pay. Hence the payment must be by a person liable to pay. Further, an admission to affect land can only be made by the owner for the time being. Hence the phrase "person liable to pay" is necessarily restricted by the qualification that such person must also be the owner of the land.

Of course, this involves a considerable violation of language, inasmuch as the original mortgagor clearly remains liable, although he may have parted with the equity of redemption, and no such limitation was in terms put upon the expression in *Harlock* v. *Ashberry*. If, however, it be true that an admission made by one person can never affect land to which another is entitled, then Mr. MILLIDGE's reasoning is probably correct. Thus the matter is reduced to the plain issue whether an admission of liability must necessarily be restricted in its effect to the person who makes it, and upon this, as we shall see, the courts have been divided in opinion.

Hitherto we have been considering only section 40 of 3 & 4 Will. 4, c. 27, and 1 Vict. c. 28, but important decisions upon the present question have been given on 21 Jas. 1, c. 16, 3 & 4 Will. 4, c. 27, s. 42, and 3 & 4 Will. 4, c. 42. Those upon 21 Jas. 1, c. 16, stand upon a footing of their own. That statute has no saving on the ground of acknowledgment, and hence when such a saving was introduced by judicial decisions it was upon the ground that an acknowledgment implied a fresh promise. So, too, a payment of interest was only effectual in the same manner. This has been thought to account for the decisions in *Putnam* v. *Bates* (3 Russ. 188) and *Fordham* v. *Wallis* (10 Hare, 217), where it was held that an acknowledgment by executors of a simple contract debt of their testator would not keep alive the creditor's remedy against the devisee of the real estate. Upon the principle just mentioned, the acknowledgment was only effectual as shewing a fresh promise on the part of the executor, and this, of course, was no evidence of a promise on the part of the devisee. At the same time, these cases may properly be cited in favour of the principle that one party ought not to be bound by the admissions of another. On the other hand, the old rule naturally suggests itself that one co-contractor is bound by a payment made by another, and although in *Whitcomb* v. *Whiting* (2 Doug. 652) this was put upon the ground that the one virtually acted as agent for the rest, yet such agency was very easily implied. The rule, however, was considered to be a harsh one, and it was abolished by Lord Tenterden's Act (9 Geo. 4, c. 14) and the Mercantile Law Amendment Act, 1856 (19 & 20 Vict. c. 97). In the meantime it had been confined strictly to cases of continuing joint contract, and did not apply where the joint contract was severed by death: *Atkins* v. *Tredgold* (2 B. & C. 23), *Slater* v. *Lawson* (1 B. & Ad. 396). So far, then, there was clearly a strong feeling against allowing the admission of one person to bind another.

But it is more important to consider the statutes which provide directly for the case of acknowledgment or payment. Most of these regard the two as separate modes of checking the statute, but the statute 3 & 4 Will. 4, c. 42, which imposes a limitation upon actions brought on specialties, differs from the rest in speaking of acknowledgments either by writing or by part payment. It thus recognizes explicitly the principle laid down in *Harlock* v. *Ashberry* that a payment to be within the statutes must always amount to an acknowledgment. The effect of the statute was carefully considered in *Roddam* v. *Morley* (1 De G. & J. 1). Granting that the payment must be made by a person liable, the question was whether the admission which it involved could affect him only, or whether it would set free the action generally. Lord CRANWORTH, C., and the two judges whom he summoned to his aid, WILLIAMS and CROWDER, JJ., were unanimous in taking the latter view. The immediate question related to a payment by a devisee for life of interest on a bond of the testator in which the heirs were bound, and it was held that this kept the debt alive against the remainderman. Since the tenant for life represents for the time being the whole estate, this, of course, is not the same as the case in which different persons are simultaneously liable, and on this ground it was distinguished by Lord CHELMSFORD, C., in *Coope* v. *Cresswell* (15 W. R. 242, L. R. 2 Ch. 112). But no such limitation of the effect of the decision was intended by any of the judges mentioned above. The common law judges said that the acknowledgment set free the action generally, and they pointed out that it differed altogether from an acknowledgment under the statute of James. And Lord CRANWORTH said: "I have

come to the conclusion that when a part payment or payment of interest has been made, which has the effect of preserving any right of action, that right will be saved, not only against the party making the payment, but also against all other parties liable on the specialty." It is not necessary to refer to the minute examination of the statutes upon which these opinions were founded. It is enough that they shew a distinct recognition of the possibility that an acknowledgment may affect persons other than the one by whom it is made.

On the other hand, there is the opposite decision of Lord CHELMSFORD in *Coope* v. *Cresswell* (*suprà*). Here the question related to persons simultaneously liable. A testator who was liable on a bond devised part of his real estate for payment of his debts, and the rest to a beneficial devisee. Payment of interest on the bond was made by the persons who were administrators of the personal estate and trustees of the estate devised for payment of debts, and the question was whether this kept the bond alive against the beneficial devisee. KINDERSLEY, V.C. (14 W. R. 568, L. R. 2 Eq. 106), held that it did. He adopted the view of *Roddam* v. *Morley* taken above, and considered that it was exactly applicable to the present case. The result of Lord CRANWORTH's judgment he stated in the following words:—"In short, wherever there is a case of several persons liable, although the language of the statute has not expressly provided for that case, yet, according to its true construction, the person liable means each or any one of the several persons liable, and an acknowledgment or payment by any one of them within twenty years prevents the statute from running in favour of any of them." This, of course, does not add authority to the decision in *Roddam* v. *Morley*, but it shews what a competent authority considered to be its true meaning.

Upon appeal, however, Lord CHELMSFORD gave a different construction to the statute, and held that, at any rate in the case of persons whose respective liabilities stood upon such totally different grounds as a devisee simply, a devisee for payment of debts, and a personal representative, an acknowledgment could only prevent the bar of the statute as against the person making it. As in the previous case, the decision was founded upon the words of the statute, and the difficulty was attributed to the fact that the draftsman seems to have assumed that only a single person could be liable; but it is significant that on neither occasion was any appeal made to the principle which forms the basis of Mr. MILLIDGE's argument, that an acknowledgment can, in the nature of things, only affect the person who makes it. It is to be noticed that the statute in question is expressly referred to in section 14 of the Mercantile Law Amendment Act, which provides that payment by one of two or more co-contractors or co-debtors shall not save the statute as against the rest, and consequently the importance of the above decisions has been materially diminished.

But this difference of opinion, so far as it affects the general principle, would seem to be settled by the recent decision of the Court of Appeal in *Re Frisby*, *Allison* v. *Frisby* (38 W. R. 65, 43 Ch. D. 106), where it was expressly recognized that a payment made by one person liable may continue the liability of another. A mortgage was made to secure £800, and the deed contained a covenant by which the mortgagor and a surety for him jointly and severally bound themselves for the mortgage debt. No payment or acknowledgment was ever made by the surety, but interest was paid from time to time by the mortgagor, and within twelve years of the last of such payments proceedings were taken to have the mortgage debt satisfied out of the estate of the surety. It was objected that as the £800 was a sum of money secured on land the claim was barred by section 8 of the Real Property Limitation Act, 1874; but the Court of Appeal held that, even if the section applied to proceedings against persons other than the mortgagor, yet the payment by the principal kept alive the remedy against the surety. It is to be noticed that neither this statute nor the 3 & 4 Will. 4, c. 27 are touched by section 14 of the Mercantile Law Amendment Act, and, in the absence of an express enactment to prevent the payment by one party from affecting another, the Lords Justices did not see anything improper in such a result. On the other hand, it was thought that injustice would follow if the effect of a payment was restricted to the person by whom it was made.

With respect to the particular point now under discussion we have not referred again to *Chinnery* v. *Evans* (11 H. L. Cas. 115), as Mr. MILLIDGE seems to think that that case can be made to support his contention. To us, on the other hand, it seems a clear decision by the highest authority that a payment by a person who has ceased to be entitled to the land may nevertheless affect the land, and COTTON, L.J., regarded it as confirming the view taken by him in *Re Frisby*. But it is necessary to refer to a decision of an opposite nature given by Lord WESTBURY, C., in *Bolding* v. *Lane* (11 W. R. 386, 1 De G. J. & S. 122). That was under section 42 of 3 & 4 Will. 4, c. 27, and the point in dispute was whether an acknowledgment in writing given by the mortgagor to a first mortgagee saved the statute, so as to enable the latter to recover more than six years' arrears of interest as against a subsequent mortgagee. Lord WESTBURY held that it had no such effect, and he expressed a very strong opinion that a mortgagor who might have ceased to have any interest in the land ought not to be able by an act of his to charge it anew with arrears as against the second and subsequent mortgagees. Mr. MILLIDGE not unnaturally calls this to his aid, regarding it as a clear decision that a written acknowledgment must always be given by the person actually entitled to the land. It is, of course, possible to draw a distinction between an acknowledgment in writing and an acknowledgment by payment of interest. The former costs the mortgagor nothing, and damages the owner of the equity of redemption. The latter, on the other hand, is a burden on the mortgagor, while it relieves his assignee of a payment which he would otherwise have to make. The distinction was noticed by Lord CHELMSFORD in *Coope* v. *Cresswell* (*suprà*), and is entitled to consideration, but it hardly seems to be sufficient to explain the different views taken by Lord WESTBURY in *Chinnery* v. *Evans* and *Bolding* v. *Lane*. For his own part he did not see that they were inconsistent, and we must be content with his declaration that they were decided on different enactments and were not to be regarded as conflicting.

The result of this examination of the cases shews that there is no principle universally applicable to statutes of limitation that an acknowledgment by one person shall not operate so as to keep alive the remedy as against another. On the contrary, apart from the actual words of any particular enactment, the presumption would seem to be that where an acknowledgment by way of payment checks the running of the statute, it operates in favour of the creditor as against all persons liable. At any rate, an opposite result cannot be so clearly established as to enable Mr. MILLIDGE to evolve out of the decision in *Harlock* v. *Ashberry* a result inconsistent with the judgment of the House of Lords in *Chinnery* v. *Evans*.

REVIEWS.

COMPANY PRECEDENTS.

COMPANY PRECEDENTS FOR USE IN RELATION TO COMPANIES SUBJECT TO THE COMPANIES ACTS, 1862 TO 1890. FIFTH EDITION. By FRANCIS BEAUFORT PALMER, assisted by CHARLES MACNAGHTEN, Barristers-at-Law. Stevens & Sons (Limited).

Mr. Palmer says quite correctly, in his preface to the present edition, that "thousands of companies now shew in their constitution, regulations, contracts, and securities the influence of this work." The book supplied a want, and supplied it with success. There has been a marked improvement, both in the rules and forms, in successive editions, and we are glad to observe that the present edition shews traces of very careful revision. The recent cases, so far as we have tested the book, are collected, and the new legislation is fully considered. Thus, to the Directors' Liability Act, 1890 (which is printed in full under the head "Prospectuses,"), there is appended a very elaborate and useful disquisition as to the right of action conferred by section 3 of the Act, divided into eleven heads. Of these the head referring to "what precautions directors, promoters, and others should take" is of great practical value, and should be perused by everyone who has to advise with regard to the issue of a prospectus. The Companies (Winding-up) Act, 1890, and the rules thereunder, are given in full in the appendix, with references to the pages of the book where the several sections and rules are discussed. We are glad to be able to commend the edition as a very excellent one.

BILLS OF COSTS.

Guide to the Preparation of Bills of Costs, with Practical Directions for Taxing Costs, and Precedents of Bills of Costs in all the Divisions of the High Court of Justice, &c., with Notes and Decisions thereon (Pridmore). Ninth Edition. By Chas. W. Scott, one of the Principal Clerks in the Chancery Taxing Office, Royal Courts of Justice. Waterlow & Sons (Limited).

The last edition of this standard work, which, owing to the death of the author, was edited by Mr. Scott, was, we believe, published towards the close of 1887, and the fact of a new edition being called for sufficiently shews the appreciation of the book by the profession. In the present edition references to the decisions under the Solicitors' Remuneration Act and Order have been incorporated and eight tables of scales added. Thirty-five additional precedents of bills of costs are stated to have been added, including precedents of bills of costs under the recent County Court Rules and Rules of the Mayor's Court.

BOOKS RECEIVED.

Profit-Sharing Precedents; with Notes. By Henry G. Rawson, Barrister-at-Law. Stevens & Sons (Limited).

The Law Quarterly Review. Edited by Sir Frederick Pollock, Bart., M.A., LL.D. July, 1891. Stevens & Sons (Limited).

CORRESPONDENCE.

THE LATE MR. TAXING MASTER SKIRROW.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The regret which was felt by the legal profession on the retirement of the late Mr. Taxing Master Skirrow from official life, in 1889, was mitigated by the hope that he might for many years enjoy the rest and ease to which he was so justly entitled; but now that he is no more, that regret gives place to a sense of loss which it would be unbecoming not to attempt to express in suitable language. I trust I may be permitted to say a few parting words in memory of one for whom, I am sure, the legal profession felt so much esteem. It only seems the other day that he retired from public life and received those testimonials from his private friends, professional brothers and solicitors who only knew him as taxing master, which we all know he prized so much.

I think it should be thoroughly well known that during the twenty-seven years of this gentleman's official life as chancery taxing master neither he nor his staff, nor the offices in which day by day he worked with such assiduity over the bills of costs referred to him for taxation, ever cost the country a single farthing, so considerable was the amount of fees earned by him and his clerks in the course of their work, owing to the rapidity with which he despatched his business. This was to suitors and solicitors alike a considerable boon. So far from costing the country anything, the Fee Fund gained a very large profit on the work done by him. For instance, when, in January, 1878, I was urging the necessity of the appointment of an additional chancery taxing master, I made a calculation from the Judicial Statistics, and from them proved that this profit for one year—that ending the 31st of October, 1876—amounted to £2,047 10s., made up thus:—

Total fees earned by Mr. Skirrow and staff in that year	£4,947 10 0
Amount of salaries of the master and his two clerks, and estimated proportion of rent of office	2,900 0 0
Profit . . .	£2,047 10 0

See my letter which appeared in the *Times* of Saturday, January 19, 1878. But there was a decrease of business in 1876, and the fees were comparatively low. In 1881 the fees earned by Mr. Skirrow and his staff amounted to £6,794 18s., and in 1882 to £5,504 10s., so that his average profit was much larger than for the year 1886. However, simply taking the profit earned by this gentleman and his staff at £2,000 a year, he has, in his twenty-seven years of official life, cost the country nothing, but earned for it profit amounting to £54,000 at the least.

None of the chancery taxing masters cost the country anything, and all return a profit to the Fee Fund. But I am not dealing with that, I am only paying a parting tribute to Mr. Skirrow, whose official work is worthy of special recognition, and I am sure that it will be a matter of no small satisfaction to the legal profession to know that his portrait—painted by his friend, Professor Herkomer—will pass on to posterity the remembrance of this eminently worthy gentleman, whose loss we all so much deplore.

Passing from his professional to his private life, it is only necessary to call attention to the fact that the subscribers to the "Skirrow Testimonial" embraced such names as Lord Wolseley, K.T., Robert Browning, the poet, Privy Councillors, Lords Justices, barristers, solicitors, eminent actors, journalists, and numerous friends, to shew how widespread was the affection felt for him.

He was born on the 1st of July, 1820, died on the 25th of June, 1891, and was buried at Kensal Green on the 30th of June, 1891, on which day he would have completed his seventy-first year.

James Rawlinson.

Upper Holloway, N., July 7, 1891.

REMUNERATION FOR PREPARATION OF AGREEMENT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I recently prepared, on the instructions of my client, the owner of the property, a draft of an agreement for letting a house (except the ground floor), unfurnished, until either party should determine the tenancy by three months' notice, at the monthly rent of £4. The document contained provisions similar in effect to those of a lease, but was not in form a lease or under seal. The tenant perused and altered the draft, and nothing was said about costs; and it was afterwards engrossed in duplicate and signed. The tenant now declines to pay "any costs except the stamps." To whom should I look for my costs, and what amount am I entitled to charge?

July 7. H. D. B.

NEW ORDERS, &c.

THE MIDDLESEX REGISTRY.

Notice as to Fees in respect of Memorials.

1. The registrar directs the attention of solicitors and others using the registry to the legal scale of fees for the registration of memorials, which is as follows:—

	s.	d.
For entering a memorial not exceeding 200 words in length	1	0
For every further 100 words or part of 100 words	0	6
For indorsing a certificate of registration on an instrument	1	0
For administering the oath and signing a certificate of the same indorsed on a memorial (where the oath is taken in the office)	2	6

2. The number of words in each memorial should be counted and distinctly marked in figures at the left hand bottom corner of the memorial before it is brought for registration.

3. The above fees will alone be receivable in the registry in respect of memorials.

Dated the 8th day of July, 1891.

(Signed) Robert Hallett Holt, Registrar.

CASES OF THE WEEK.

Court of Appeal.

CLARKE *v.* RAMUZ—No. 1, 7th July.

Vendor and Purchaser—Deterioration—Damages.

This was an application for a new trial. On the 2nd of August, 1889, the plaintiff agreed to buy, and the defendant to sell, certain freehold land at Southend. The date of completion was fixed for the 12th of August, but the conveyance was not actually signed till the 21st of October. Between the date of the contract and that of the conveyance a large quantity of soil had been removed from the property in question without the knowledge of either the plaintiff or the defendant. The plaintiff then brought the present action against the defendant, claiming damages for his negligence in thus allowing the property to be deteriorated. The action was tried before Grantham, J., and a jury, and a verdict and judgment were given for the plaintiff. The defendant applied for a new trial; but

The Court (Lord Coleridge, C.J., and Bowen and Kay, L.JJ.) dismissed the application. Lord Coleridge, C.J., said that it had been clearly laid down in *Phillips* v. *Silvester* (L. R. 8 Ch. 173) that between the time of the contract and the conveyance the vendor was a trustee of the property sold for the purchaser. It was true that, in Dart's Vendors and Purchasers, some comments were made on that case, on the authority of the late Sir George Jessel, but the decision was binding on this court as that of a court of co-ordinate jurisdiction, and it had been acquiesced in both by Sir George Jessel himself, in *Lord Egmont* v. *Smith* (6 Ch. D. 469), and by Kekewich, J., in *Royal Bristol Building Society* v. *Bomash* (35 Ch. D. 390). That being so, it was the duty of the defendant to take reasonable care that the premises were not deteriorated during the interval. It was admitted that he had taken no steps to protect the property, and he was therefore liable for his negligence. As to the suggestion which had been made, that the deterioration occurred after the date fixed for the completion, that was immaterial, because in this, as in most contracts of a like nature, it was not intended that the possession should be transferred until after the execution of the conveyance. It had further been urged that the

plaintiff, by signing the conveyance, had waived any right that he might have had to complain of the defendant's negligence. This might be so where the negligence was known to him, but where, as in this case, neither party knew of the deterioration, it was impossible to contend that the signature of the conveyance waived the plaintiff's rights. The LORDS JUSTICES delivered judgment to the same effect.—COUNSEL, *Lumley Smith*, Q.C., and *R. M. Bray*; *Jelf*, Q.C., and *Stewart Smith*. SOLICITORS, *Taylor*; *Scutts*.

MOUL *v.* **GRŒNINGS**—No. 2, 3rd July.

COPYRIGHT—MUSICAL COMPOSITION—OWNER OF FOREIGN COPYRIGHT—"RIGHTS AND REMEDIES"—"SUBSISTING AND VALUABLE INTERESTS"—INTERNATIONAL COPYRIGHT ACT, 1886 (49 & 50 VICT. c. 33), s. 6.

This was an appeal from a decision of the Queen's Bench Division (A. L. Smith and Grantham, JJ.) (*ante*, p. 8), the question being whether, under the International Copyright Act, 1886, the foreign composer of a piece of music first produced in a foreign country, and protected according to the law of that country, but not protected in the United Kingdom, can claim the protection afforded to foreign composers under the Act when the piece had been published or performed in this country before the Order in Council giving protection here came into operation. Section 6 of the Act provides that "where an Order in Council is made under the International Copyright Acts with respect to any foreign country, the author and publisher of any literary or artistic work first produced before the date at which the order comes into operation shall be entitled to the same rights and remedies as if the Act and the Order had applied to the foreign country at the date of the production; provided that where any person has, before the date of the publication of an Order in Council, lawfully produced any work in the United Kingdom, nothing in this section shall diminish or prejudice any rights or interests arising from or in connection with such production which are subsisting and valuable at the said date." The action was brought by the foreign composer of a piece of music against a bandmaster at Brighton, who had performed the piece there prior to the Order in Council, which was issued under the Act in December, 1887. The plaintiff was a French subject, and in 1877 he composed and first produced in Paris the piece of music, which was called "The Caprice Polka," and duly registered it in France and obtained protection under the copyright law of that country. He did not obtain protection in this country, and in March, 1887, an English publisher named Lafleur printed and published the piece in England. Prior to the date of the Order in Council the defendant purchased of Lafleur a copy of the piece, in order that it might be performed by his band, and subsequently, both before and after the order, it was by his direction played by his band at Brighton. The action was brought in the Brighton County Court for an injunction and damages, when judgment was given by Judge Martineau for the defendant, on the ground that he had "rights or interests" within the meaning of the proviso to section 6, which were "subsisting and valuable at the date" of the Order. The Divisional Court affirmed the decision.

THE COURT (LINDLEY, FRY, and LOPES, L.JJ.) dismissed the appeal. LINDLEY, L.J., said that the question turned upon the construction of section 6 and upon the meaning of the word "produced," as defined in section 11 of the Act. By that section "produced" was defined to mean "published or made, or performed, or represented" as the case required. The defence was that, at the date when the statute came into force by virtue of the Order, the piece had been lawfully produced in England, and that he had then a "right or interest arising from or in connection with the production" which was "subsisting and valuable." The county court judge had found on the evidence that the defendant's right or interest was a valuable one within the meaning of section 6, and unless it could be said that there was no evidence to support that finding the court was bound by it. The Divisional Court did not so hold. If the defendant sold the goodwill of his business, including the right to perform this particular piece of music, it could not be said that that right had no value. The proviso was curiously worded, for it did not say that the right or interest must belong to the person who produced the piece in England. A. L. Smith, J., said: "If all the bandsmen in the kingdom are to be prevented from playing the polka it might be that Lafleur's interest in his unsold copies, if such there be, would be seriously affected, and it seems to me that this would also prevent this action from succeeding, if Lafleur were in such a position at the date of the Order." His lordship agreed with those observations, and he was by no means satisfied that Lafleur's position could be left out of account. FRY and LOPES, L.JJ., concurred.—COUNSEL, *Asquith*, Q.C., *Rose Innes*, and *Roskill*; *Cutler*, Q.C., and *Megone*. SOLICITORS, *Mann & Taylor*; *Thomas & Hick*.

THE MERCANTILE INVESTMENT AND GENERAL TRUST CO. (LIM.) *v.* **THE INTERNATIONAL CO. OF MEXICO**—No. 2, 3rd July.

COMPANY—DEBENTURE-HOLDERS—POWER OF MAJORITY TO BIND MINORITY—"COMPROMISE"—NOTICE OF MEETING—SUFFICIENCY.

The main question in this case was, whether a majority of the debenture-holders of a company had power to compel the dissentient minority to accept preference shares in another company in lieu of their debentures. There was a further question as to the sufficiency of the notice convening a meeting of the debenture-holders. The action was brought by debenture-holders of the defendant company to recover interest due upon their debentures. The defence was, that at a meeting of the debenture-holders, held on the 8th of October, 1889, it was resolved by a majority that the rights of the debenture-holders should be compromised by the acceptance of preference shares in another company, called the Mexican Land and Colonization Co. (Limited) at a rate therein specified. Day, J., held that the resolution was authorized by a power contained in the debenture trust deed, and he gave judgment for the defendants.

THE COURT (LINDLEY, BOWEN, and FRY, L.JJ.) reversed the decision. LINDLEY, L.J., said: The plaintiffs deny the validity of the resolution on two grounds—viz., (1) that it was *ultrâ vires* and not binding on dissentient debenture-holders; (2) that it was passed at a meeting not duly convened. It is necessary to ascertain (1) the terms on which the debentures were issued; (2) the position of affairs when the resolution was passed; and (3) the mode in which the meeting which passed it was convened. First, as to the terms on which the debentures were issued. The company is an American company, incorporated by the State of Connecticut. Its objects were to buy and sell land in the Republic of Mexico; and it did, in fact, acquire 17,500,000 acres of land in that republic. The company had power to borrow money and to issue debentures on the security of its land; and it exercised this power, and issued debentures, some of which are held by the plaintiffs. The debentures are payable to bearer or the registered holder, and contain a promise by the company to pay the principal sum and interest at 6 per cent. half-yearly. The debentures were issued subject to conditions indorsed on them, and the debenture-holders were declared entitled to the benefit of, and subject to the provisions of, a deed of March 10, 1888. That deed appointed a committee, and by clause 21 the committee were empowered from time to time to convene meetings of the debenture-holders in the City of London. The clause proceeded as follows:—"The notice convening the meeting shall state the business to be transacted thereat, and shall be given at least fourteen days before the date at which the meeting is to be held, and every such meeting shall be presided over by a member of the committee, and, in case any members thereof shall not be present, then the debenture-holders present shall elect one of their number to preside, and, subject to any special provisions herein contained, the meetings of the debenture-holders shall be conducted as nearly as the circumstances of the case permit in the manner applicable to the meetings of the shareholders of a company incorporated under the Companies Act, 25 & 26 Vict. c. 89, and having for its regulations the provisions contained in the table marked A in the first schedule to the said Act." By clause 22:—"A meeting of the debenture-holders shall, in addition to any powers hereby given, have the following powers exercisable by special resolution—namely, ... (2) Power to sanction the release of any of the mortgaged premises; (3) power to sanction any modification or compromise of the rights of debenture-holders against the company or against its property, whether such rights shall arise under the debentures or under these presents." Clause 23 provided that the resolution should be passed by a majority consisting of not less than three-fourths of the persons present and entitled to vote at the meeting. Clause 24 provided that a special resolution should bind all debenture-holders, whether present or not, and whether voting for or against, or assenting to or dissenting from, any such resolution; provided that the holders of not less than one-half in value of the debentures for the time being outstanding and qualified to vote were present or represented. These being the terms on which the debentures were issued, the next matter for consideration is the position of affairs when the resolution was passed. In the year 1889 an English company was formed called the Mexican Land and Colonization Co. The objects of this company, as stated in its memorandum of association, were extraordinarily wide, and empowered the company, not only to buy and sell land, but to carry on almost every business imaginable, including all kinds of commerce, banking and promotion of companies. On March 4, 1889, the defendant company transferred all its assets, and its business and liabilities, to the English company, subject as to the lands in Mexico to the debentures and to the deed of March 10, 1888. The consideration for this transfer consisted of fully paid-up shares in the English company, and a covenant of indemnity against the liabilities of the defendant company. The effect of this was to leave the defendant company liable to pay the principal moneys and interest on its debentures, but to deprive it of its means of paying them, except through the English company and by enforcing that company's covenant of indemnity. The paid-up shares of the English company given to the defendant company would be assets in its hands, but what has become of them there is no evidence to shew. The debenture-holders did not become creditors of the English company, although they had a charge on the lands in Mexico transferred to that company; and, in the absence of evidence to the contrary, it must be assumed that the debenture-holders could have enforced their security against those lands after the transfer to the English company as effectually as they could before. There is no evidence to shew that the debenture-holders had any difficulty in obtaining the interest of their debentures, nor that that interest would not have been paid in full regularly if matters had been left as they then stood. In this state of affairs it appears that the English company became desirous that the debenture-holders should exchange their debentures for first fully paid-up preference shares in that company; and on September 20, 1889, a deed was executed between the English company and a Mr. Strickland, whereby a scheme was proposed for the conversion of the debentures, to be submitted to a meeting of the debenture-holders, and, in the event of that scheme being adopted, it was provided that the English company should allot to every debenture-holder surrendering his debentures, with all outstanding coupons attached, first preference shares, at the rate of £110 in shares for every £100 in debentures so surrendered. In order to carry out this scheme the debenture-holders' committee caused advertisements to be issued in the London newspapers on September 23, 1889, for a meeting of debenture-holders in London on October 8, 1889; and on that day a meeting was held, and the resolution the validity of which is in question was passed. No poll was demanded, and the resolution was passed by the majority necessary to make it binding, if the resolution was *intra vires*, and if the meeting was duly convened. The resolution itself was in these terms:—"That all rights of the debenture-holders of the International Co. of Mexico, whether against its property or against the company, be com-

promised by the acceptance in lieu of such debentures and the coupons accrued and not due, and in discharge of such rights, fully-paid six per cent. cumulative preference shares (entitled to dividend as from July 1, 1889) in the Mexican Land and Colonization Co. (Limited), at the rate of £110 in shares for every 500 dollars in debentures, in accordance with the proposal dated September 20, 1889, and that the deed dated September 20, 1889, between the last-named company and Mr. W. E. Strickland referred to in such proposal be approved and confirmed, and be forthwith carried into effect." It will be convenient now to examine the objections to the regularity of the meeting. First, it was said that the notice was not properly given by advertisement only, and that circulars should have been sent, at least to registered holders. But there is no provision to this effect in the conditions indorsed on the debentures; nor in the deed of March 10, 1888; nor, so far as we know, anywhere else. Moreover, the secretary to the committee stated that he did issue circulars to all debenture-holders whose names were known, and that these circulars were sent out about three days before the meeting. Under these circumstances, and in the absence of any express provision on the subject, the notice by advertisement must be held sufficient; no other notice could be given to the bearers of debentures; and notice by advertisement is the mode in which notice in such cases is usually given in business. Next, it was said that the interval between the giving of the notice and the holding of the meeting was too short. The plaintiffs' contention, that "at least fourteen days" meant fourteen days clear, was well founded, but there are fourteen clear days between the 23rd of September and the 8th of October. It was, however, urged that the notice, although advertised on the 23rd of September, ought not to be held to have been given on that day, as it probably could not or would not reach the debenture-holders for some time afterwards; and we were pressed to say that notice cannot be said to be given to a person until the notice reaches him, or, at all events, would reach him, but for his own default. To give effect to this construction in a case of this description would, however, render it impossible to calculate the period of fourteen days, and would render that limit nugatory. The holders of these debentures may be scattered all over the world, and, their residences being unknown, it would be impracticable to fix beforehand when any meeting could be held. This contention, therefore, must be rejected, and for the reasons given above the notice convening the meeting must be held sufficient. The main question, however, is, whether the resolution is one by which it was competent for a majority of debenture-holders to bind a dissentient minority. This must depend upon the true construction of the 22nd clause of the deed of March 10, 1888; and in order to arrive at that construction, attention must be paid, not only to the language of the clause, but to the objects to attain which the clause itself was inserted. Powers given to majorities to bind minorities are always liable to abuse, and, whilst full effect ought to be given to them in cases clearly falling within them, ambiguities of language ought not to be taken advantage of to stretch them and make them applicable to cases not included in those which they were apparently intended to meet. To take the language of the clause, the power to release the mortgaged premises does not include a power to release the defendant company; the power to modify the rights of the debenture-holders against the company does not include a power to extinguish all their rights; the power to compromise their rights pre-supposes some dispute about them, or difficulty in enforcing them, and does not include a power to exchange their debentures for shares in another company when there is no such dispute or difficulty. It is a mistake to suppose that a power to compromise a claim for money includes a power to accept less than 20s. in the pound, if the debt is undisputed and the debtor can pay; a power to compromise does not include a power to make presents. The learned judge assumed that the majority could have bound the minority to take less than they were entitled to, and then came to the conclusion that the majority could bind the minority to exchange their debentures for the preference shares in the English company. The assumption which he made appears to me incorrect under the circumstances with which we have to deal. The words of the power conferred on the majority of the debenture-holders are, in my opinion, not sufficient to warrant what was done. If we look further, and at the object of the power, it becomes still more plain that what has been done cannot be supported. I infer from the materials before us, and especially from the deed of September 20, 1889, and Mr. Strickland's and other evidence, that the English company and some of the debenture-holders started this scheme; that it was promoted and carried through in the interests of that company, and of those who intended to join it. The resolution was passed simply because those debenture-holders who voted for it thought it would be better in a commercial sense for all the debenture-holders if they exchanged their debentures for preference shares in the English company. There was no other reason for not leaving them alone; their rights were in no peril. Assuming, therefore, as I do, that the majority of the debenture-holders present at the meeting acted honestly, and did what they thought best under the circumstances, those circumstances were not such as to bring the power into play, and on this ground also what they did cannot bind absentees or dissentients. BOWEN and FRY, L.JJ., concurred.—COUNSEL, *Finlay*, Q.C., *Buckley*, Q.C., and *C. C. Scott*; *Sir Horace Davey*, Q.C., and *Danckwerts*. SOLICITORS, *Badham & Williams*; *Norton, Rose, & Co.*

DASHWOOD *v.* **MAGNIAC**—No. 2, 8th July.

TENANT FOR LIFE AND REMAINDERMAN—RIGHT OF TENANT FOR LIFE TO FELL TIMBER—"TIMBER ESTATE"—CUSTOM—WILL—CONSTRUCTION—EXTRINSIC EVIDENCE.

This was an appeal from a decision of Chitty, J. (*ante*, p. 191). An important question arose as to the right of the tenant for life of a "timber estate" to the proceeds of the sale of timber felled by her. The plaintiffs were the present owners of settled estates in Bucks and Oxfordshire, under the will of a testator, whose widow was under the will tenant for life (impeachable for waste) of the estates. The will directed that she should keep the mansion house, &c., in good and substantial repair, and authorized her, with the consent of the trustees, to fell such timber (not being ornamental timber) as should be necessary for the purpose of such repairs or for the repair of any other houses or buildings on the estate. The widow was dead, and her executors were defendants to the action. The plaintiffs complained that she had cut down and sold large quantities of timber, to the value of more than £50,000, and they claimed an account and payment of what should be found due. The defence was that the trees cut down were principally beech trees, of which trees the woods on the estate for the most part consisted; that by the custom of Bucks beech trees are timber trees, and by the custom of the county beech trees are fellable at the age of twenty years in due course of management and at seasonable periods; and that the estates were held by the tenant for life as "timber estates," and the annual crops of timber were enjoyable by her as annual profits. Chitty, J., decided in favour of the executors.

THE COURT (LINDLEY, BOWEN, and KAY, L.JJ.) affirmed the decision, KAY, L.J., dissenting from the view of the majority. LINDLEY, L.J., said:—Laying aside all custom, whether ancient or modern, this action would fail, for the tenant for life would have done nothing wrong; she cut beech in the ordinary course of good forestry, and, apart from custom, that was not waste. As regards the beech woods in Oxfordshire, where beech trees are not timber, this is admitted to be true. But as regards the beech woods in Buckinghamshire, where beech is timber, the case is said to be different. The testator made no distinction between his estates in the one county and those in the other; he gave the rents and profits of both alike to his widow for life, with power to cut timber for repairs; but yet it is contended that, although she was entitled to cut and sell beech trees on those parts of the estates which are in Oxfordshire, she was not entitled to do the same with beech trees on those parts of the estates which are in Buckinghamshire. Such a conclusion would, I think, startle the testator; and would be to defeat and not carry out his intentions as expressed in his will. It is contended by the appellants that, beech being timber by custom in Buckinghamshire, cutting it, even in the ordinary course of good forestry, is necessarily waste and actionable. This argument is based upon two assumptions—viz., (1) upon the assumption that the question of waste or no waste is an abstract question, and does not in any way depend on the intention of those who create the relation of landlord and tenant, or of tenant for life and remainderman, with reference to which alone the question can ever arise; and (2) upon the assumption that, although it is right to admit evidence to shew that beech is timber by custom, it is wrong to admit evidence to shew that by usage in a particular locality it is not regarded as waste to cut it. In other words, the argument is based on the assumption that evidence may be, and, indeed, must be, admitted to prove the custom which makes beech timber, but that evidence is not admissible to prove a usage with reference to which parties may have contracted or have made testamentary or other dispositions of their property. These assumptions are, in my opinion, inadmissible. If by immemorial custom beech is timber, but if there is also a well-established usage that limited owners cut it in certain cases, according to well-recognized rules, I cannot conceive upon what principle such usage is to be ignored when considering the intentions of persons dealing with a property on which both the custom and the usage prevail. There is nothing unreasonable in paying attention to both. The custom is not rendered uncertain nor repugnant. It is, however, urged that this point is covered by authority, and has been decided in favour of the appellants. In *Aubrey* v. *Fisher* (10 East, 446) language is no doubt to be found in the judgment of Lord Ellenborough which, if the above considerations are lost sight of, may appear to support this contention. But I cannot regard the case as deciding that, in such a case as this, evidence of usage is inadmissible, or as an authority for the proposition that, simply because beech trees are timber by custom in Buckinghamshire, it cannot also be shewn to be the constant practice for owners to cut them according to certain well-known rules, and to sell them for their own benefit. The testator's will contains a clause expressly empowering the tenant for life (with the consent of the trustees) to fell such timber as may be necessary for the purpose of repair; and it was contended that this shews that it was not intended that the tenant for life should fell timber for any other purpose. But, in answer to this argument, it is to be observed that the power extends to the whole of the estates, and is not confined to those in Buckinghamshire. Moreover, it is common knowledge that beech is not fit for many sorts of repairs—it is only fit for inferior kinds of work; and the clause authorizes the cutting of better timber—*e.g.*, oak. Under these circumstances, I cannot regard the insertion of this clause as indicating an intention that the tenant for life should not be at liberty to cut and sell beech trees in Buckinghamshire according to the alleged usage, if it be proved to exist. As to the evidence I consider it proves—(1) that beech trees are timber in Buckinghamshire; (2) that, in the ordinary course of good forestry, beech woods ought to be treated very differently from other woods, and that from time to time the large trees ought to be taken out, so as to promote the growth of younger trees, and insure a succession of good timber; (3) that it is the universal practice in that part of Buckinghamshire in which these estates are for the owners of beech woods to act on this principle, and that the beech woods on these estates have been managed accordingly for many years; (4) that beech trees so treated are regarded as crops; (5) that the proceeds of their sale are regarded as income, and not capital; and, lastly, that no distinction is known to the witnesses between owners in fee and limited owners in these respects, although in leases it is usual to except timber and beech woods and to reserve the right of cutting them to the lessors. It is, I

think, incredible that, if the usage did not extend to tenants for life, the witnesses would not have known such to be the case. I infer, therefore, that the usage is general, and applies to tenants for life, although not expressly made impeachable for waste. I do not think the usage immemorial, although I infer that it is as old as the cultivation of beech woods. The mode of managing beech woods is based on the nature of beech, and the usage in this particular locality has arisen from the quantity of beech, and from the trade which has sprung up in consequence of its existence in large quantities, and it is obvious from the evidence that a large part of the ordinary rents and profits of these estates and of others in the neighbourhood is derived from the felling of trees in the beech woods upon them according to the usage proved. Any person entitled to the rents and profits of these estates would, therefore, presumably be entitled to the proceeds of beech trees felled according to the usage. At least, that inference may be fairly drawn in the absence of all evidence to the contrary, and it is the inference which I draw from the evidence as it stands. The testator in this case always managed his beech woods in the way described, and must be taken to have known of the usage, and to have made his will with reference to it. To exclude evidence of such a well-known local usage, or to disregard it in construing his will, would, in my judgment, be a great mistake. It is unnecessary to consider whether what Jessel, M.R., said about timber estates in *Honywood* v. *Honywood* (L. R. 18 Eq. 306) is or is not too general. If his observations are confined to estates the trees on which, though timber, may, by virtue of a local usage, be cut periodically, when grown in woods, with a view to insure a succession of timber, and to preserve such woods, I see no reason to dissent from him. But, if he intended to go further, he may have gone too far. Be this as it may, what we have to deal with here is an estate in a locality in which such a usage is proved to exist. The ordinary law of waste is, therefore, I think, not applicable as between the persons claiming under the will with which we have to deal. In other words, the cutting of beech woods, according to the usage, was not waste in the contemplation of this testator, and, not being waste, the plaintiffs cannot claim the proceeds of their sale. BOWEN, L.J., concurred. KAY, L.J., dissented, being of opinion that the tenant for life was not entitled to cut the beech timber, and that the appeal ought, therefore, to be allowed. He summarized his judgment thus: The conclusions to which I have come are—(1) that the widow, under the provisions of the will, was impeachable for waste; (2) that cutting down timber trees twenty years of age and upwards by such a limited owner is waste; (3) that such waste is not excused because it may benefit the other trees or saplings, or may cause seeds of timber trees to germinate in the wood; (4) that there is no exception from the common law on this subject in favour of the limited owner of what is called a "timber estate"; (5) that a custom to control the common law in this respect must be nothing less than an immemorial custom for a limited owner to commit such waste; (6) that there is no evidence in this case of any such custom; (7) that the usage proved is only that owners not impeachable of waste have adopted a mode of managing the woods which would be waste on the part of a limited owner impeachable of waste. I am of opinion that the plaintiff is entitled to an account of the timber improperly cut by the widow, including in the word "timber" all oak, ash, and elm, and all beech in the county of Bucks, so cut, and to payment of such proceeds out of her estate, with interest at four per cent. from the time of her death.—COUNSEL, *Sir H. Davey*, Q.C., *Latham*, Q.C., *H. Fellows*, and *P. H. Lawrence*; *Rigby*, Q.C., *Byrne*, Q.C., and *Ribton*; *R. F. Norton*. SOLICITORS, *R. J. Dashwood*; *Crawley, Arnold, & Co.*; *Thos. Lupton*.

High Court—Queen's Bench Division.

HOW *v.* THE LONDON AND NORTH-WESTERN RAILWAY CO.—7th July.

PRACTICE—COUNTY COURT—ORDER FOR NEW TRIAL—RIGHT OF APPEAL—COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43), ss. 120, 122.

The question in this case was whether an appeal will lie from an order of a county court judge setting aside the verdict of a jury as against the weight of evidence, and directing a new trial. The action was brought in the Leighton Buzzard County Court for damage to the plaintiff's calves. The calves had been carried by the defendant company to St. Neots, and were not sent for by the plaintiff until the morning after their arrival, when they were found to be suffering from cold. The plaintiff alleged that this was caused by the wet condition of the truck in which they were carried, and not, as the defendant company suggested, by the neglect of the plaintiff in leaving them in the truck exposed to the cold all night. The jury awarded £30 damages to the plaintiff. The judge on a later day set aside the verdict as being against the weight of evidence, and ordered a new trial. The plaintiff appealed, and the defendants raised the preliminary objection that no appeal lay from the order.

The considered judgment of THE COURT (CAVE and CHARLES, JJ.) was delivered by CAVE, J., who remarked that it had been decided that the County Courts Act, 1850 (13 & 14 Vict. c. 61), did not by section 14, which gave an appeal if either party should be dissatisfied "with the determination or direction of the said court in point of law," permit of an appeal from the decision of a county court judge upon an interlocutory proceeding such as a review of taxation of costs: *Carr* v. *Stringer*, E. B. & E. 123; and that it had also been decided that under section 18 of the County Courts Act, 1865 (28 & 29 Vict. c. 99), which gave an appeal "from the determination or direction of a judge of a county court on any matter of law or equity," there was an appeal from the county court judge in interlocutory proceedings in equity: *Jonas* v. *Long*, 36 W. R. 315, 20 Q. B. D. 564. He continued:—These Acts, however, having been repealed, the present question must be decided by the language of the County Courts Act of 1888. Section 120 enacts: "If any party in any action or matter shall be dissatisfied with the determination or direction of the judge in point of law, or equity, or upon the admission or rejection of evidence, the party aggrieved may appeal to the High Court," &c., provided that there shall be no appeal in any action of contract or tort where the debt or damage claimed does not exceed £20, &c. "At the trial or hearing of any action or matter in which there is a right of appeal, the judge, at the request of either party, shall make a note of any question of law raised at the trial or hearing, and of the facts in evidence in relation thereto and of his decision thereon, and of his decision of the action or matter"; and by section 122, on the hearing of an appeal the High Court may order a new trial or order judgment to be entered for any party or make a final or other order," &c. Now, let us see whether the plaintiff, the present appellant, brings himself within these provisions. He is "a party" in the action and alleges that he is dissatisfied with the determination or direction of the judge in point of law, and he desires to appeal from the order of the court. The order complained of was not, however, made "at the trial" of the action, but on a subsequent occasion. The appellant asks that judgment may be entered for him in accordance with the finding of the jury at the trial. The appellant, therefore, brings himself within all the conditions of the section except the requirement—if it be one—that the order should have been made "at the trial" of the action. In this case, as we have said, the order was made on an occasion subsequent to the trial, but it might, if the defendants had then applied, have been made at the trial, and when made it took from the plaintiff the benefit of the judgment he had already obtained. Now, what is the state of the authorities on the construction of the Act of 1888? It has been held by a divisional court in *Dinger* v. *Mathews* (88 L. T. 139), following *Carruthers* v. *Fisher*, decided on the 20th of November, 1889, and also, as we are informed by counsel in the case, in *Murtagh* v. *Barry* (38 W. R. 526, 24 Q. B. D. 632), that an appeal will lie against an order of a county court judge granting a new trial where such an order has been made on a mistaken view of the law. It certainly seems more convenient, where the judge has granted a new trial on a mistaken view of the law applicable to the case, and where, therefore, the party appealing is entitled to retain the verdict he has already got, that the appellant should be at liberty to come to the court of appeal at once and have the mistake rectified, and the original verdict restored, rather than that he should wait till after all the expense of the new trial has been incurred and then appeal against the misdirection of the county court judge at the new trial, when the same result could be produced without expense and delay by appealing at once from the order for the new trial. This view of the law is not only convenient, but has the authority of the two cases cited, and in no way conflicts with any. It should be borne in mind that this does not involve the position that there is a right of appeal against the refusal of the judge to grant a new trial. In such a case there is an appeal against the "determination or direction of the judge at the trial," and to hold that there is also an appeal against his subsequent refusal to alter that determination or direction is, in effect, indirectly to extend the time for appealing from the original determination or direction of the judge. For these reasons we are of opinion that an appeal does lie against an order of the judge granting a new trial, and thereby, in effect, altering the decision of the action arrived at on the trial. Such an appeal, however, like other appeals against an order of a county court judge, only lies on some point of law or equity, and we must now consider this point, which we specially reserved. Where the judge had granted a new trial on the ground that the verdict was against the evidence, it was held that no appeal would lie: *Wilton* v. *Leeds Forge Valley Co.* (32 W. R. 461). In that case it was laid down by Coleridge, L.J., that, where the county court judge has granted a new trial on the ground that the verdict is against the weight of the evidence, he is the sole judge of the question of fact whether that is so or not. In the case now before us the learned judge has granted a new trial, solely on questions of fact, and I cannot discover that he has made any mistake of law, and therefore we have no jurisdiction to hear this appeal. As there will be a new trial it may be as well to mention one point which arises. The learned judge says that he asked the jury whether, if the truck was sent out in a dirty and improper condition, the injury to the calves was caused thereby, or wholly or in a material part by the plaintiff's own conduct in his treatment of them. What is meant by "in a material part" is open to misconstruction, but may have been properly explained to the jury. If, for instance, the calves were injured to the extent of 2s. 6d. a head when they got to their destination owing to the improper condition of the truck, and subsequently sustained further injury to the extent of 7s. 6d. a head, or 10s. altogether, owing to the plaintiff's having been guilty of unreasonable conduct in allowing them to remain in the truck all night without food, then the plaintiff is not entitled to recover the whole damage of 10s. a head; but he is not the less entitled to recover 2s. 6d. a head, the damage caused by the defendant's breach of contract, because he has himself, by his unreasonable and improper conduct, caused additional damage. If, on the other hand, when the calves arrived at their destination, they would have sustained no injury if properly attended to—and a prudent and reasonable man ought to, and would, have had them so attended to—then the defendant's breach of duty has, in fact, caused no damage to the plaintiff, but the whole is due to his own unreasonable and imprudent conduct, and in that case he cannot recover anything. We mention this in order to avoid any difficulty at the subsequent trial, but as, for the reasons given, we have no jurisdiction to hear the case, the appeal must be dismissed, with costs. Appeal dismissed accordingly. Leave was given to appeal to the Court of Appeal.—COUNSEL, *Cooper*; *Shearman*. SOLICITOR, *C. H. Mason*.

CAERLEON TIN PLATE CO. v. HUGHES—3rd July.

ARBITRATION—SUBMISSION—WRITTEN AGREEMENT—SIGNATURE BY ONE PARTY ONLY—ARBITRATION ACT, 1889 (52 & 53 VICT. c. 49), s. 27.

The question in this case was whether there had been a submission to arbitration within the meaning of section 27 of the Arbitration Act, 1889, which provides that "'submission' means a written agreement to submit present or future differences to arbitration, whether an arbitrator is named therein or not." The action was for the price of goods sold by the plaintiffs to the defendants. On the 13th of February, 1891, the defendants sent a bought note to the plaintiffs' agents, which contained a provision, "any dispute arising on this contract to be settled by arbitration in Liverpool"; the note was signed by the defendants. On the same day the plaintiffs' agents signed a sold note, which contained no provision for arbitration. On the application of the defendants, Henn Collins, J., in chambers, reversing the decision of the master, made an order referring the dispute in the action to arbitration. The plaintiffs appealed, alleging that there had been no submission.

THE COURT (DENMAN and WILLS, JJ.) allowed the appeal. DENMAN, J., said that everything depended on whether there was a submission within the meaning of the Act. The word "submission" ran all through the Act, and in section 4 the expression "party to a submission" was used. Section 27 explained what was meant by a submission, and he could not think that there was an agreement to submit unless it were on the face of it an agreement in writing signed by both parties, or by persons representing them, shewing that they agreed to submit their differences to arbitration. A case in point had just been handed up by which the expression "agreement in writing" under the Attorneys and Solicitors Act, 1870, was interpreted to mean an agreement to which both parties had signed their names (*Re Lewis, Ex parte Munro*, 1 Q. B. D. 724). The decision in the present case was in accordance with the old rule, that in order to oust the jurisdiction of the court there must be a clear agreement. WILLS, J., doubted whether there was evidence of a contract at all (apart from the part performance which had taken place), but if there were a contract there was no submission within the Act unless there was an agreement by both parties. Otherwise, there might be a conflict of evidence and a discussion as to what was understood by either party, and that, as was said in the case under the Solicitors Act, was a sufficient reason for the decision. Appeal allowed.—COUNSEL, *Bailhache; Mansfield.* SOLICITORS, *Warriner & Kinch*, for *Lloyd & Pratt*, Newport, Mon.; *Burton, Yeates, & Hart*, for *Tyrer, Kenyon, & Co.*, Liverpool.

Solicitors' Cases.

PRICE v. CROUCH—Q. B. Div., 2nd July.

SOLICITOR—LIEN FOR COSTS—AGREEMENT BETWEEN PLAINTIFF AND DEFENDANT FOR SETTLEMENT OF ACTION—COLLUSION.

In this case a solicitor, who had acted for the plaintiff in an action, sought to recover from the defendant the plaintiff's taxed costs of the action, on the ground that the defendant had settled the case after having received notice of the lien of the plaintiff's solicitor for his costs, and that the settlement was collusive and arrived at with the object of depriving the solicitor of his costs. The action had proceeded for some months, pleadings had been delivered and considerable costs had been incurred. On the 15th of April, 1891, the plaintiff proposed to treat with the defendant's solicitor as to terms of settlement; the defendant's solicitors declined to treat, as the plaintiff was represented by a solicitor. On the 16th of April the plaintiff served upon the defendant's solicitors a notice that he intended to act in person instead of by his solicitor. On the 17th of April the defendant's solicitors received a letter from the plaintiff's solicitor suggesting a compromise, and stating that the plaintiff would require his costs paid as between solicitor and client. The defendant's solicitors replied by saying that they had received notice of change of solicitor, and on the same day an order was made staying further proceedings upon payment by the defendant to the plaintiff of £225 in full satisfaction of all claims against the defendant and in settlement of the action. On the 20th of April the defendant's solicitors handed to the plaintiff the defendant's cheque for £225. On the 22nd of April the defendant's solicitors received from the plaintiff's solicitor a notice stating that he had a lien on all moneys recovered by the plaintiff in the action for his costs. The plaintiff's solicitor, not having obtained his costs, took out a summons asking "that the costs of the plaintiff in this action may be taxed and paid by the defendant to the applicant, or, in the alternative, that the applicant may be at liberty to continue the proceedings in this action for the purpose of recovering the said costs." Henn Collins, J., in chambers, made the order, and the defendant appealed, alleging that the letter received on the 17th of April did not contain any notice of a lien, and that there had been no collusion between plaintiff and defendant. *Ross* v. *Buxton* (42 Ch. D. 190), *Ex parte Morrison* (L. R. 4 Q. B. 153), *Moxon* v. *Shephard* (38 W. R. 704, 24 Q. B. D. 627), *Dunthorne* v. *Bunbury* (24 L. R. Ir. 6), and *Brunsdon* v. *Allard* (2 E. & E. 19) were cited.

THE COURT (DENMAN and WILLS, JJ.) dismissed the appeal. DENMAN, J., *after stating the facts, said*: I cannot decide this question on the ground that a strict notice of lien was shewn to have been given. I adopt, at all events for the purposes of this decision, the view that the letter of the 16th of April only amounts to the expression of an expectation that certain costs will be provided for, but I think that even that is important in considering this case; both the plaintiff and the solicitors for the defendant knew that there were costs which ought to be provided for in respect of work which had gone some way towards recovering the money from the defendant, and it was obviously fair that the applicant should be rewarded. But the question is whether there is enough in this case to authorize the court to say that it comes within the meaning of the word "collusion." There certainly was evidence which would have justified the judge in finding that there was collusion. The meaning of that word (in the present connection) does not go further than to denote an agreement between two of the parties with a knowledge that they are depriving another of his rights. Great stress was laid upon Lord Campbell's words in *Brunsdon* v. *Allard*, where he says that the parties to an action are not prevented "from coming to a compromise, the result of which is that the attorney loses his lien, provided that the arrangement is not a mere juggle between the parties entered into by them in collusion to deprive the attorney of his costs." I do not think that he meant that unless there was a "mere juggle" there could be no collusion. Wightman, J., mentions the true test—was the object of the arrangement to deprive the plaintiff's attorney of his costs? I think that in the present case the object of the bargain was to defeat the solicitor's lien, and so to deprive him of the costs of the work which he had done. That is sufficient to establish collusion, and I think, therefore, that we ought to uphold the decision of Henn Collins, J., although the grounds of our judgment are not the same. WILLS, J.—I am of the same opinion, and I base my judgment upon substantially the same grounds. I think that the notice of the 16th of April was not exactly a notice of lien, but I cannot doubt what the object of this arrangement was. It is obvious that if the solicitor's costs were got rid of cheaper terms could be got for the defendant, and I think that the bargain was made with that object. Both the plaintiff and the defendant's solicitors were well aware that considerable costs were due, and their conduct shews that they desired to defeat the applicant's claim for them.—COUNSEL, *J. D. Crawford; Gore.* SOLICITORS, *C. H. Hoare; Oliver & Sons.*

Re **PROCTOR**—Q. B. Div., 3rd July.

COSTS—TAXATION—COSTS OF SOLICITOR TO TRUSTEE—ASSETS NOT EXCEEDING £300—COSTS PAYABLE OUT OF ESTATE—LOWER SCALE—BANKRUPTCY RULES, 1886, R. 112.

This case, which was referred by the taxing master to the bankruptcy judge for decision, raised an important question of costs. Application was made by the trustee in the bankruptcy, under section 55 of the Bankruptcy Act, 1883, for leave to disclaim a lease. The landlord appeared and opposed the application, but leave was given to the trustee to disclaim, the costs of the landlord and the trustee being allowed out of the estate. The costs of the landlord were taxed at £5 5s., and no objection was raised in respect of them; but a question was raised as to the costs of the solicitor to the trustee, which were allowed at £21. The assets of the bankrupt were certified to be under £300, and it was contended by the Board of Trade that, under those circumstances, the costs of the trustee ought to be allowed on the lower scale, under rule 112 of the Bankruptcy Rules, 1886, which provides that "where the estimated assets of the debtor do not exceed the sum of three hundred pounds, a lower scale of solicitor's costs shall be allowed in all proceedings under the Act in which costs are payable out of the estate—namely, three-fifths of the charges ordinarily allowed, disbursements being added." The taxing master was of the contrary opinion; that rule 112 did not apply by reason of the fact that, although the costs were costs of proceedings under the Act, and were payable out of the estate, yet the court had a discretion to refuse to allow the trustee his costs out of the estate, although it might be a discretion which would only be exercised on very rare occasions. The question was now referred to Cave, J., for decision.

CAVE, J., said that the contention of the Board of Trade was the right one. The rule provided that where the estimated assets of the debtor did not exceed £300 a lower scale of solicitor's costs should be allowed in all proceedings under the Act in which costs were payable out of the estate—namely, three-fifths of the charges ordinarily allowed. The present case fulfilled all these provisions. The proceeding was a proceeding under the Act, rendered necessary and contemplated by the Act. The costs of that proceeding were payable out of the estate, and the solicitor employed would look to the estate for his costs. The case of *Re Dowson* (21 Q. B. D. 417), which had been cited, was not applicable, as the costs there were costs of a third party. Also the case of *Re Parfitt* (23 Q. B. D. 40) dealt with conveyancing costs, and not with the costs contemplated by the scale of solicitor's costs which was set out by the rules. The present case came entirely within the language of the rule. There could be no doubt the rule was intended to apply to such a case, and the solicitor must be content with three-fifths.—COUNSEL, *Muir Mackenzie; Stevenson.* SOLICITORS, *The Solicitor to the Board of Trade; Clinton & Co.*

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 8th inst., Mr. Robert Cunliffe in the chair. The other directors present were, Messrs. W. B. Brook, H. Morten Cotton, G. B. Gregory, Samuel Harris (Leicester), Edwin Hedger, Henry Roscoe, R. W. Tweedie, W. Melmoth Walters, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £460 was distributed in grants of relief, fifty new members were admitted to the association, and other general business was transacted.

LAW ASSOCIATION.

At a meeting of the directors, held at the Hall of the Incorporated Law Society, on Thursday, the 9th inst.—the following being present—viz., Mr. Laurence Desborough (chairman), Messrs. A. C. Cronin, S. J. Daw, A. E. Finch, J. Lucas, A. Toovey, and Arthur Carpenter (secretary)—a sum of £55 was distributed in grants of relief, three new members were elected, and the ordinary general business was transacted.

THE BAR COMMITTEE.

Interrogatories and Inspection in Common Law Actions.

The following report of a sub-committee, consisting of Mr. Forbes, Q.C., Mr. Bucknill, Q.C., Mr. W. R. Kennedy, Q.C., and Messrs. K. E. Digby, W. English Harrison, and Joseph Walton, respecting interrogatories and inspection in common law actions has just been adopted by the Bar Committee:—

"Your sub-committee have carefully considered the question raised by the observations of the Master of the Rolls in the House of Lords on July 17, 1890, with regard to the practice of administering interrogatories and obtaining discovery of documents in the Queen's Bench Division. They agree with the view that the powers of obtaining discovery under the existing rules are often abused, and the costs of an action thereby needlessly increased, but they do not think that it is desirable or even possible to dispense altogether in the Queen's Bench Division either with interrogatories or with discovery of documents. They conceive that the object to be arrived at is to remove the abuses of the present practice, while rendering more effective the important instrument of discovery which is supplied by both methods.

"They consider that there is in general a great difference in point of importance between interrogatories and discovery of documents. If either side is in possession of any document relevant to the case it seems clear that, in the interests of justice and economy, there should be no delay in the disclosure of it to the other side. Nothing tends so much to stop unnecessary litigation as the earliest possible disclosure of the strength or weakness of a case. They think that the existing rule which requires a deposit of £5 to be paid before discovery can be obtained is objectionable in principle and ineffectual in practice. It often operates in the case of a poor litigant to prevent discovery in a case where discovery is required, while it has no operation where the party seeking discovery is possessed of means. The costs recoverable on taxation upon the paying in and taking out the £5 are wholly disproportionate, and amount to more than 25 per cent. on the security. They recommend the abolition of the rule contained in ord. 31, r. 26, and, with regard to discovery of documents generally, they recommend:—

"1. That the defendant by indorsement on his statement of defence and the plaintiff by indorsement on his reply, or either party by notice delivered subsequently, should be entitled to claim the usual affidavit of discovery, and that thereupon the opposite party should within ten days after delivery of the indorsed pleading or of the notice file such affidavit, subject to the power of the court or a judge to order such affidavit to be filed at any other stage of the action.

"2. In the case of any proceedings being taken by any party to an action in regard to the sufficiency of the opportunity given by his opponent for inspecting and taking copies of documents for which no privilege is claimed, or in regard to claims of privilege in respect of any document, the costs of such proceedings, in the absence of special circumstances, should always follow the event of the application.

"With regard to interrogatories, the case is, they think, different. They agree with the view that in very many of the cases in which they are administered little or no result is obtained, except a considerable increase of cost and delay. But they think there are, on the other hand, cases where it is essential that interrogatories should be administered. For instance, when a party to an action has himself no knowledge of the circumstances, as is the case of a personal representative or a surety, as a general rule, the litigant should have the power of administering interrogatories. There are, again, other cases, incapable of classification, in which the exercise of such a power is useful, even though not absolutely necessary. Often incidental advantages arise, although the interrogatories and answers may not be put in evidence at the trial. Sometimes interrogatories, or the answers to them, stop an action; and, more often still, they elicit information which materially narrows the issues to be tried. Your sub-committee think that these considerations point to the advisability, not of the abolition, but of the more effective control of the power of administering interrogatories.

"They think that the objections to the £5 rule apply to the case of interrogatories as well as to the case of discovery of documents. They recommend in this case also the abolition of the rule, and they are inclined to think that, in order to provide an effective check upon unnecessary or unreasonable interrogatories, it would be desirable to revert to the former practice—viz., that the judge or master in chambers should consider and decide, not merely whether the case is one in which interrogatories may properly be administered, but also whether the particular interrogatories proposed should be allowed. They think that, in order to give the party to be interrogated a fair opportunity of challenging any particular interrogatory, a copy of the proposed interrogatories should be served with the summons.

"They think that the party interrogated, if the judge or the master allows the proposed interrogatories, should not be permitted to raise any objection in his affidavit in answer, except on the ground that answering may tend to incriminate him.

"They think further that in many cases the necessity for interrogatories might be obviated if a more stringent rule were adopted with regard to the necessity of delivering proper particulars. It was apparently the original intention of the framers of the Judicature Rules that the pleadings should in each case contain particulars sufficient to render an application for particulars or for further particulars unnecessary. This intention has not been fulfilled in practice, and a great deal of unnecessary expense and delay is at present caused by applications for particulars, and for further and better particulars, which should have been given with the pleading in the action. They therefore think that a plaintiff and a defendant respectively should be bound to deliver with his pleading all requisite particulars; and that in the event of an order being made for particulars, or for further and better particulars, the cost of obtaining such order should, in the absence of special circumstances, be paid by the party whose failure to give any, or any sufficient, particulars with his pleading has rendered such order necessary. If an order is refused the party who took out the summons should pay the costs attending the same."

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

Final Examination.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 16th and 17th of June, 1891:—

Adderley, Rupert Thomas
Amphlett, James
Andrew, Sidney
Armitage, William
Ash, William Shipley
Baker, Herbert Kendra
Bale, Arthur Edwin
Barlow, Thomas
Barnes, Nicolas Edmund
Barrow, Richard Sowton
Bennett, Anthony Henry Armitage
Bennett, Frank Clayton
Berkeley Charles Walter
Berridge, Harry Morpott
Biddle, George William
Birkett, John Stanwell, B.A.
Blazeby, Horace Henry
Blunt, Arthur Giraud
Boulton, Frederic James
Brabner, George Harold
Bradby, Edward Hugh Falkwine, B.A.
Brandreth, Colvin, B.A.
Bransbury, John, B.A.
Brewis, Bertram
Brigstocke, Augustus, B.A.
Brutton, George Kingston Hall
Bryan, Frank Smith
Bunnett, George Radclyffe
Burr, Frederick John, B.A.
Caldecot, Leicester
Canham, Alfred Henry
Capes, Robert
Carlisle, Ernest James, B.A.
Carr, Edward
Carter, Henry Wilfred
Chalk, John Henry
Champion, Edward Frank, LL.B.
Clarke, Arthur
Clarke, Arthur Edwin
Cohen, Baruch
Conway, Philip Charles
Cooper, Arthur Savage
Cooper, John Richmond
Coote, John
Coulson, Henry Lewis
Crellin, Henry, B.A.
Cuff, Arthur William
Culross, William
Davidson, Norman
Davies, Colin Rees
Davies, Jonah
Davies-Colley, Thomas Henry, B.A.
Davies, William Richards
Dodd, Cyril
Donisthorpe, Edmund Russell, B.A.
Draper, Harold Irving
Dunning, Humphrey Percy
Dunster, Edward Luis
Eagleton, Leonard Osborne
Eaton, Frank Ernest
Eddison, John Arthur, B.A.
Edgley, Walter
Eisdell, Joseph Carter
Emanuel, Charles Ansell
Emanuel, Jonas Jacobs
Evans, Arthur Acton
Evans, Richard Gwynne
Evans, Thomas
Firth, William
Fisher, Theodore
Frater, Frederic Moses
Furneaux, John Mudge
Gardiner, Walter Douglas
Geake, Arthur
Gibson, Edward Morris
Gibson, Richard Ernest Hooper
Gocher, Leonard
Gofton, William Smith
Gonin, Alphonse Willett
Gostling, Charles
Gould, Arthur
Grave, Foster
Gray, Charles Herbert
Greenish, Samuel Knethell
Gregson, William Eugene
Gustard, Walter Stafford
Haines, George Warden
Hales, Frederick William
Hall, Matthew Anderson
Halsey, Bernard Edward
Hamer, Arthur
Harratt, Arthur Frederick, B.A.
Harris, William Nelson
Harrison, Ernest
Harrison, Robert George
Hay-Chapman, Francis Frederick Angerstein
Henderson, Henry Beatty
Hickson, George William
Hill, Henry Egan, B.A., LL.B.
Hilleary, Leicester Mount, B.A.
Hind, Jesse William, B.A.
Hodges, Francis Knowell
Homer, Alfred
Hopkins, Henry Russell
Howard, Allen
Hoyle, Theodore
Hudson, Robert
Hughes, Edward Percival Whitley
Hurd, Samuel Martin
Ingle, William Brouncker
Jackson, Edward McDonald Caunter
Jackson, John Herbert
Jackson, William, B.A.
Joblin, Francis Edward
Johnson, Arthur Palmer, B.A.
Johnson, Joseph Edwin
Jones, James Edmund Woodstock, B.A.
Jones, Owen Tudor
Jones, William Percival, B.A.
Kay, Arthur
Kay, James Sellers
Knight, Edward Boards
Knowles, John
Langley, Henry Gilchrist
Lavers Smith, Hamilton, B.A.
Leake, John Hasleham
Leesmith, Bryan Lee, B.A.
Legender, William Pearson
Ley, Frank Ernest Rooke

Liddle, Charles Gordon
Linnell, Herbert
Lloyd, John Richard
Long, Alexander John Wakeman
Macnaghten, Frederic Fergus, B.A.
Magee, George Michael
Magniac, Charles Vernon
Mansford, Henry
Martin, Harold, M.A.
Martineau, Gerald, LL.B.
Martyn, John Ley Kempthorne
Marvin, Reginald Yelf
Mason, George Percival
Mathews, Henry Noble
Mawby, Frederick Tusting
Mawdesley, Thomas Smith, LL.B.
Maxwell, James Graham, B.A.
Maynard, Samuel Tomkins
Mayo, Thomas Worsfold
Meakin, James Robinson
Menneer, William Henry
Michelmore, Philip, B.A.
Mills, Albert Thomas
Moore, Arthur Collin, B.A.
Moore, Robert Newbould
Mosley, Godfrey, B.A.
Muddiman, Joseph George, B.A.
Mullens, Harold Arthur
Musgrove, Arthur
Mylchreest, Claude Wathew
Neate, Rayner Maurice, LL.M., B.A.
Newbegin, Ernest Warne
Nicholls, Percy James
Nicholson, Charles Lothian
Nimmo, David
Norton, Theodore
Oldham, Ernest Fitzjohn
Osborne, Algernon Willoughby, B.A.
Ouvry, Ernest Canington
Parkinson, Joseph
Pearson, John Dawson
Peet, Henry
Peet, Thomas Ernest, LL.B.
Pickin, William John
Pierce-Lewis, John
Pollock, Robert Gordon
Porter, Leonard Lachlan
Porter, Roderick
Postlethwaite, George Burrow, B.A.
Powell, George Gordon, B.A.
Price, John
Pye, George
Rackham, Thomas Charles Martelli
Radcliffe, Vincent
Reddish, Henry Lupton
Redgate, William Herbert
Rehder, Ernst Adolf
Rhodes, Arthur Elliot
Rhodes, James Furness
Ritson, Cecil Spark
Ritson, George Spark
Roberts, Edwyn Turner
Roberts, Elias
Roberts, George Cecil
Robinson, Charles
Robson, Alexander
Robson, Leonard Gray
Roscoe, Henry Lincoln, B.A.
Ruff, John Pinn
Sale, Frederic William Reed
Sandford, Leslie Gordon
Saunders, Ernest Henry
Scammell, Stephen Malcolm
Simmonds, George May
Skelton, John Ambrose
Slade, Evan Martin
Slocock, Arthur Edmund Oliver, M.A.
Smith, Arthur
Smith, William Hubert, B.A.
Southwell, Harry Glanville
Steele, Henry Squire
Stooke, Charles
Stowell, Richard Tatham
Stuart, Hubert Langham
Sugden, Herbert Stanley
Taylor, Frederick Percy
Thomas, Sidney Herbert
Thompson, James Richard
Traill, Walter Sinclair
Treasure, Frank
Tucker, William Robey
Tweed, Robert Peers Fenn
Veitch, Harry Morgan
Wagner, Albert James
Walker, Albert William Joseph
Walton, Herbert Henry Bishop, B.A.
Watkins, Charles
Watson, Samuel
Watts, Henry Walter
Wedlake, Charles Noel
Wheatley, James Byers
Wheeler, George Gabriel Glasspool
White, Edward Aubrey
Whiteley, Frederick James
Williams, John Lee Bromley
Wilson, Brereton Knyvet
Wilson, John
Windus, John Edward
Woolnough, Charles Walter
Worth, Stanley Baldwin
Wright, Arthur Ernest

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 18th of June, 1891:—

Addison, George Bramsdon
Alcock, Frank Morley
Alston, Robert Graham Fitzgerald
Andrews, George Wilton
Archer, Francis William
Arnison, Nathan Henry
Baker, Henry Mills, B.A.
Baxter, Joseph Henry
Bertram, Julius, B.A.
Blackhurst, Alfred
Blakemore, Arthur Villiers, B.A.
Bloxam, William Richard
Bristow, Arnold Wilson
Brown, Henry Percy
Brown, Oswald Charles Bernard
Butt, Samuel Alford
Campbell, Donald
Carrick, Ernest
Chapman, Arthur
Chapman, Thomas
Chatwin, Herbert Freeman
Cheeseman, Charlie
Clark, George Riley
Clarke, Joseph Robert
Clay, Sidney Herbert
Clayton, George Alfred
Clinton, Norman
Cockshott, Arthur
Coleman, William Arthur
Conway, Percy Lee
Cowley, Frederic John
Craven, Mark Herbert
Cumberland, William Bentick
Cundall, Alfred William
Davies, Myles Fenton, B.A.
Davies, Ottley Wilding
Davies, William James
Dawson, Conrad Edward
Draycott, Arthur
Driver, Newton Graeme
Durrant, Arthur Ernest
Ellis, Cecil Flower
Farrer, Noel Maitland, B.A.
Fell, Basil Haig, LL.B.
Fletcher, Carteret Ernest, B.A.
Francis, Arthur Edward
Fraser, Henry Edwin
Frost, William
Gibbs, Joseph Archibald Youngman
Gill, Henry Howes Courtenay
Gold, Philip, B.A.
Goode, William Winter
Granger, Thomas Henry
Greening, Claude
Hallam, Robert
Hawes, Robert Porson, B.A.
Heilmann, Peter Joseph
Herington, George Alfred
Hiatt, Charles Thomas John
Hildesheim, Paul, B.A.
Hills, Gerald Hewett French
Hinchcliffe, Arthur Edward Townend
Holden, Alfred Philip
Horten, William Hurlstone
Hossell, Herbert
Howell, Edmund Gwynne
Howell, Marmaduke Gwynne
Hubbard, Nathaniel William
Hudson, Frank Russell
Hunter, Charles Herbert, B.A.
Huntsman, George Alexander Irvine, B.A.
Jackson, Cyril Hugh, B.A.
Jarvis, John Sidney
Jones, Edward Owen
Jones, Frederick Graham
Jones, Harry
Joy, Richard Eustace, B.A.
Kidson, Arthur Frederic
Kirk, Thomas Laurence
Knee, Alfred William Colston
Lamb, Thomas Edgar
Lancaster, Eric Allport, B.A., LL.B.
Laurie, Walter David, B.A.
Levick, William Parry
Lewis, Robert Ajax
Litchfield, Arthur Erasmus, B.A.
Lodge, Joseph
Lydall, Herbert Wykeham
Mackay, William Gayer Starbuck
Makin, Thomas
Marsh, Ernest John, B.A.
Martin, Herbert Magub
Maxwell, William George
Maycock, Bernard Joseph, B.A.
Mayo, Charles Joseph
Meikle, James Edward
Miles, Gilbert
Miller, George Cospatrick Muirhead
Mills, Walter Wilgress, B.A.
Milward, Etienne Harding
Molony, James Rowland Hamilton, B.A.
Moon, Walter
Moresby, Charles
Morgan, Charlton Elliot
Morrish, Harold Gabriel, B.A.
Nicholl, Francis William
Nixon, Arthur Cooper, B.A.
Norrish, John Sydney
Ovington, Cecil Ohren, B.A.
Paddison, Alfred
Payn, Sydenham Armstrong
Pearse, Theed
Pearson, Frank
Perry, Arthur William
Piercy, George Hugh
Pigott, William
Plummer, Lambert
Porter, Hugh De Bock
Press, Edward Payne
Pugsley, John Follett
Reed, Frederick
Riley, Alfred
Rix, Wilton John
Roberts, Frank Owen, B.A., LL.B.
Roberts, Nathaniel
Sale, Reginald William, B.A.
Sapte, Fitzroy
Saville, Harry, B.A.
Sedgwick, Ernest Howard
Serpell, Charles Robert
Shapland, Frederick George Westacott
Simey, George Iliff, B.A.
Simon, George Alfred
Smith, Alfred Gerald
Smith, Charles
Smith, George Newham
Speeding, James Habersham
Sprott, Herbert
Squire, Charles
Stainer, Herbert
Steavenson, Henry Gordon
Steel, Arthur Dyne, B.A.
Stevens, Headland
Sturton, Walter Harold
Tangye, Allan
Tarn, Frank Gerard
Taylor, Joseph Turner
Thomas, Herbert Francis
Thompson, David
Thompson, Thomas Reuben
Turnbull, Thomas
Vickers, Charles Ernest
Waddington, Henry Heywood
Wadsworth, Henry Hodgson
Wallace, Frank
Wareham, Frederick William
Warmington, Harold Henry
Wheeler, Henry Nicholas
Wigg, Leslie Weston
Wigram, Robert Ainger, B.A.
Williams, Henry William
Williamson, James Brindley, B.A.
Williamson, William McConnell
Wilson, John

LEGAL NEWS.

APPOINTMENTS.

Mr. EDGAR BANTING, solicitor, of 3, Serle-street, London, W.C., has been appointed a Commissioner for Oaths. Mr. Banting was admitted a solicitor in April, 1885.

Mr. WALTER WILLIAM BRODIE, solicitor, of Llanelly, has been appointed a Commissioner for Oaths. Mr. Brodie was admitted a solicitor in March, 1885.

Mr. THOMAS WILLIAM COXON, B.A., solicitor (of the firm of J. & H. F. Gadsby & Coxon), of Derby, has been appointed a Commissioner for Oaths. Mr. Coxon was admitted a solicitor in December, 1883.

Mr. THOMAS ALFRED CAPRON, solicitor, of Grays, Essex, has been appointed a Commissioner for Oaths. Mr. Capron was admitted a solicitor in August, 1888. He is vestry clerk for Grays Thurrock, and clerk to West Thurrock School Board.

Mr. EDMUND GILLART, solicitor (of the firm of Howell, Evans, & Gillart), of Machynlleth, has been appointed a Commissioner for Oaths. Mr. Gillart was admitted a solicitor in April, 1884.

Mr. THOMAS WILD MARKLAND, solicitor, of Manchester, has been appointed a Commissioner for Oaths. Mr. Markland was admitted a solicitor in April, 1885.

Mr. WILLIAM ARTHUR NORRIS, solicitor (of the firm of Hart & Norris), of Peterborough, has been appointed a Commissioner for Oaths. Mr. Norris was admitted a solicitor in April, 1885.

Mr. HENRY WESTERN PAGE PHILLIPS, solicitor (of the firm of Beal, Phillips, & Beal), of 49, Finsbury-pavement, E.C., has been appointed a Commissioner of Oaths. Mr. Phillips was admitted a solicitor in December, 1884.

Mr. HENRY J. H. BULL, solicitor (of the firm of Bull & Bull), of 11, New-inn, Strand, London, and Hammersmith and Wandsworth, has been appointed a Commissioner to administer Oaths.

Mr. H. M. BOMPAS, Q.C., of the Western Circuit, has been appointed

a Royal Commissioner of Assize, to go on the South Wales Circuit in place of Mr. Justice Collins, who is sitting in the Probate and Admiralty Division for Sir Charles Butt.

Mr. Henry Charles Raby, solicitor (of the firm of Hockin, Raby, & Beckton), of Manchester, has been appointed a Commissioner for Oaths. Mr. Raby was admitted a solicitor in May, 1876.

Mr. James Holker Sutcliffe, solicitor, of Darwen, has been appointed a Commissioner for Oaths. Mr. Sutcliffe was admitted a solicitor in January, 1882.

Mr. William Elliott Snow, solicitor (of the firm of Snow, Snow, & Fox), of 7, Great St. Thomas Apostle, E.C., has been appointed a Commissioner for Oaths. Mr. Snow was admitted a solicitor in April, 1883. He is a commissioner for Queensland.

Mr. Walter Morgan Willcocks, solicitor, of 109, Lavender-hill, S.W., has been appointed a Commissioner for Oaths. Mr. Willcocks was admitted a solicitor in March, 1885.

Mr. George Reginald Grant, solicitor, of 40, Norfolk-street, Strand, W.C., has been appointed a Commissioner for Oaths. Mr. Grant was admitted a solicitor in July, 1884.

Mr. John Henry Genn, solicitor (of the firm of Marrack, Nalder, Hockin, & Genn), of Falmouth, has been appointed a Commissioner for Oaths. Mr. Genn was admitted a solicitor in November, 1880. He is a notary, town clerk, clerk to the borough justices, clerk to the guardians, rural sanitary authority, assessment and school attendance committees, and superintendent-registrar.

Mr. George Harry Holcroft, M.A., solicitor, of Dudley, has been appointed a Commissioner for Oaths. Mr. Holcroft was admitted a solicitor in February, 1884.

Mr. Albert Howe, solicitor, of Sheffield, has been appointed a Commissioner for Oaths. Mr. Howe was admitted a solicitor in February, 1885, after having passed the final examination with honours.

Mr. Frederick Culver James, solicitor, of 9, Quality-court, Chancery-lane, W.C., has been appointed a Commissioner for Oaths. Mr. James was admitted a solicitor in December, 1877.

CHANGES IN PARTNERSHIPS.

Dissolutions.

William Lawrance Bell and Edward Malin Hutton, solicitors, Southampton (Bell & Hutton). The said William Lawrance Bell will henceforth carry on the said business alone. June 30.

Robert Alphonsus Harting and Arthur Guy Ellis, 21, Lincoln's-inn-fields, London (Harting, Son, & Ellis). July 1. [*Gazette*, July 3.

Francis Coleman Evans and John Burder Batchelor, solicitors, 43, Great Tower-street, London (Evans & Batchelor). June 24. [*Gazette*, July 7.

GENERAL.

We are glad to learn that a most satisfactory answer has been made to the appeal of Messrs. Sweet & Maxwell (Limited) to the profession on behalf of the scheme of the "Revised Reports."

It was announced on Wednesday that the Lord Chief Justice, with the concurrence of the other judges who were accessible, had decided not to sit on Saturday, so as to enable members of the volunteer force to attend the review before the German Emperor on that day.

At a meeting of the Court of Common Council on Thursday last week a report was submitted from the officers and clerks' committee in relation to the official salary of Sir John B. Monckton, the town clerk, who was elected to that office in 1873, and whose emoluments had been increased from time to time until they were now £3,000 a year. The committee unanimously recommended that his salary should be increased to £3,500, which was to be the maximum. Mr. T. H. Ellis moved the adoption of the report. Mr. W. J. Fraser, as an amendment, proposed that, as £3,000 was a handsome and liberal remuneration for the town clerk, no further increase be made. Mr. Stapley and Mr. Malthouse opposed the committee's report, while Mr. G. N. Johnson, the chief commoner, Sir Francis Truscott, Major Joseph, Mr. Price, and Mr. W. H. Williamson warmly supported the recommendation. On a ballot being taken the proposed increase to £3,500 was carried by 113 votes against 43.

On the 5th inst. all the six cases in the cause list of Mr. Justice Romer were called without any of the parties appearing. After an interval, the cases were called again, but only one case proved effective, and the rest were struck out, the day's business being finished by 11 a.m. Mr. Justice Romer, addressing Mr. Chadwyck-Healey, Q.C. (the only Queen's counsel in court), said that it was not right that the solicitors in so many cases should neglect to inform the officer of the court that such cases were not effective. Only one case out of the six had come on for hearing. Mr. Chadwyck-Healey said he had spoken to Mr. Neville, Q.C., about the cases in the list, and, with the exception of the one effective case, neither counsel was engaged. Perhaps the parties and their solicitors were not quite ready with cases included in the new transfer to his lordship. Mr. Justice Romer said that solicitors ought to remember that they had a duty to the court. Only yesterday the same thing had happened. Owing to the court not being informed with regard to the cases, a number of cases either non-effective or occupying only a short time had been placed in the list, with the result that his lordship had been obliged to rise soon after 12 o'clock.

At the Marylebone Police Court, on the 6th inst., Walter Cooper, of 48, Maplin-street, Mile-end-road, was summoned by the Incorporated Law Society for falsely pretending to be a solicitor. Mr. C. O. Humphreys, solicitor, appeared in support of the summons, and Mr. Moore, solicitor, defended. Mr. Humphreys said that a gentleman named Stuart had some work done at his house by a Mr. Housego, a builder, of Harford-street, Mile-end-road. There was a dispute about the bill sent in, and Mr. Housego intimated that he should apply to a solicitor about the matter. A day or two afterwards Mr. Stuart received the following letter:—"48, Maplin-street, Mile-end-road, E., 6-5-91. Dear Sir,—Mr. Housego, builder, 30, Harford-street, Mile-end-road, has requested me to apply to you for the sum of £48 for work done. I must request that you remit it not later than Friday, the 8th inst. Should you fail to do so shall proceed to recover for same without further notice. Trusting you will avoid the expense, yours respectfully, W. Cooper. Mr. Donald Stuart." Mr. Stuart took the letter, which he believed to be from a solicitor, to his own solicitor, telling him that he disputed the debt. The solicitor, finding that the writer was not on the rolls, informed the Law Society of the matter, and these proceedings were then ordered. Evidence having been given for the defence, it was admitted that the defendant wrote the letter, but it was urged that he had done it with no fraudulent intent. The defendant was the manager to a large firm of builders' merchants at the East End. Mr. Housego was indebted to them, and, being pressed for his account, he said that he had a sum of money owing to him by Mr. Stuart, and when he was paid he would discharge his own account. He asked the defendant to write the letter, and he did so. There was no intention to hold the letter out as one from a solicitor. Mr. Cooke said that he was of opinion that the offence had been proved. It was very important that letters of this kind should not be written except by solicitors. He thought that the Law Society did their duty to the public in prosecuting in these cases. The defendant would be fined 40s., with the costs.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, July 13	Mr. Ward	Mr. Clowes	Mr. Godfrey
Tuesday 14	Pemberton	Jackson	Leach
Wednesday 15	Ward	Clowes	Godfrey
Thursday 16	Pemberton	Jackson	Leach
Friday 17	Ward	Clowes	Godfrey
Saturday 18	Pemberton	Jackson	Leach
	Mr. Justice Stirling.	**Mr. Justice Kekewich.**	**Mr. Justice Romer.**
Monday, July 13	Mr. Rolt	Mr. Lavie	Mr. Pugh
Tuesday 14	Farmer	Carrington	Beal
Wednesday 15	Rolt	Lavie	Pugh
Thursday 16	Farmer	Carrington	Beal
Friday 17	Rolt	Lavie	Pugh
Saturday 18	Farmer	Carrington	Beal

BIRTHS, MARRIAGES, AND DEATHS.

MARRIAGE.

Wake—Fisher.—July 1, at St. Mary's Church, Hampstead, Alfred Hugh Wake, solicitor, to Edith Caroline, youngest daughter of the late Joseph Timbrell Fisher, of The Grange, Stroud, Glos.

WINDING UP NOTICES.

London Gazette.—Friday, July 3.

JOINT STOCK COMPANIES.

Limited in Chancery.

Bellagio Estate, Limited—Petn for winding up, presented June 25, directed to be heard before North, J., on Saturday, July 18. Tickle, Cheapside, solor for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 17

British Bechuanaland Co, Limited—Petn for winding up, presented June 30, directed to be heard on July 11. Ward & Co, Gracechurch st, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 10

Dobell Brothers, Limited—Petn for winding up, presented June 30, directed to be heard before North, J., on Saturday, July 11. Barber & Son, Founders' Hall, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 10

Farmers' General Supply Co, Limited—Petn for winding up, presented June 30, directed to be heard before Stirling, J., on July 11. Caprons & Co, Bayle pl, Cundell st, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 10

JOSEPH ASHWORTH & Co, LIMITED—Petn for winding up, presented June 27, directed to be heard on Saturday, July 11. Geare & Co, Lincoln's inn fields, agents for Wake & Co, Sheffield, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 10

MANCHESTER PRESS Co, LIMITED—Creditors are required, on or before Aug 4, to send their names and addresses, and the particulars of their debts or claims, to Andrew Archer Gillies, 46, Brown st, Manchester. Crofton & Craven, Manchester, solors for liquidator

MANOR COLLIERIES Co, LIMITED—Creditors are required, on or before Aug 15, to send their names and addresses, and the particulars of their debts or claims, to Samuel Greenhalgh, 20, Acresfield, Bolton. Balshaw & Hodgkinson, Bolton, solors for liquidator

RED MOSS WORKS Co, LIMITED—Petn for winding up, presented June 23, directed to be heard before Kekewich, J., on Saturday, July 11. Umpleby, Bloomsbury sq, solor for petners

RUSSELL, CORDNER, & Co, LIMITED—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts and claims, to Ernest Henry Collins, 19A, Coleman st

STANDARD GOLD MINING Co, LIMITED—Petn for winding up, presented July 2, directed to be heard on July 11. Robins & Co, Gresham House, Old Broad st, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 10

FRIENDLY SOCIETY DISSOLVED.

RISING SUN JUVENILE TENT FRIENDLY SOCIETY, Lecture Hall, Dalton in Furness, Lancaster, on the ground that it is desired that the Society may be registered as a branch of the Independent Order of Rechabites, Salford Unity, Friendly Society. June 29

London Gazette.—TUESDAY, July 7.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

GEORGE STREET MILL Co, LIMITED—Creditors are required, on or before July 31, to send their names and addresses of their solicitors to John Philip Garnett, 22, Booth st, Manchester. Beaumont, Manchester, solor for John Philip Garnett

GLENDON IRON Co, LIMITED—Petn for winding up, presented July 6, directed to be heard on Saturday, July 18. Smythe & Brettell, Staple inn, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 17

GLOBE ALKALI Co, LIMITED—Creditors are required, on or before Aug 7, to send their nomes and addresses, and the particulars of their debts or claims, to Richard Steele, Globe Alkali Co, Limited, St Helens. Bateson & Co, Liverpool, solors for liquidator

FRIENDLY SOCIETIES DISSOLVED.

LEEDS NORTH-EASTERN PROVIDENT SOCIETY, Marsh lane Station, Leeds. July 4

WARDOUR HOUSE WORKING MEN'S CLUB SOCIETY, 58, Wardour st, Soho. July 4

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, June 26.

BRIGGS, WILLIAM, Derby, Solicitor. July 16. Wright v Briggs and Earp v Briggs, Chitty, J. Clifford, Derby

EDWARD, ELIZABETH, Upper Kennington lane. July 16. Edward v Hendy, Stirling, J. Mills, Chancery lane

EDWARDS, HENRY THRELKELD, Brighton, Accountant. Aug 20. Potts v James, Stirling, J. Williamson & Co, Sherborne lane

EVANS, ARTHUR HENRY, Throgmorton st, Journalist. July 24. Haselden v Evans, North, J. Lea, Old Jewry chmbrs

HINDS, WILLIAM, Byfleet, Surrey, Esq. July 25. Fellowes v Hinds, North, J. Hollams, Mincing lane

MEREDITH, ANNE HOWELL, Llanidloes, Montgomery. July 23. Watkins v Warren, Kekewich, J. Vanderpump & Eve, Philpot lane

WALKER, THOMAS JAMES, Beecheroft, near Wolverhampton, Ironmonger. July 23. Walker v Lankester, Kekewich, J. Adams, Wolverhampton

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, June 30.

ABBOTT, EDMUND, Clarendon rd, Clapham rd. Aug 1. Thomas & Metcalfe, Chancery lane

AKED, LUCY, St James' rd, Halifax. Aug 1. Longbottom & Sons, Halifax

BARR, Rev NINIAN HOSIER, Winchester. Aug 1. Tylee & Mortimer, Romsey

BARROW, JANE, Southport. Aug 7. Banks & Co, Liverpool

BARROW, JOSEPH, Southport, Gent. Aug 7. Banks & Co, Liverpool

BICKFORD, EDWARD OSCAR, Gorevale, Toronto, Canada. July 31. Batten & Co, George st, Westminster

BROWN, AGNES, Maryport, Cumbrld. Aug 20. Tyson & Hobson, Maryport

BROWN, MARY, Albert gate, Knightsbridge. Aug 31. Simpson & Co, Moorgate st

BROWN, THOMAS, Maryport, Merchant. Aug 20. Tyson & Hobson, Maryport

CHEERE, EDWARD, Papworth Hall, Cambs, Clerk in Holy Orders. July 31. Lodge, New court, Carey st

COATES, WILLIAM, Clevedon, Somerset, Gent. July 11. Coates, Bristol

CONNELL, NANCY CLARKE, Bank st, Manchester. July 21. Hankinson & Son, Manchester

COVENTRY, MARY, Woolstone Rectory, nr Cheltenham. Aug 1. Guscotte & Co, Essex st, Strand

CREALOCH, HENRY HOPE, Victoria sq, Pimlico, C.B., C.M.G., Lieutenant-General (retired) July 29. Darley & Cumberland, John st, Bedford row

CROASDALE, JOHN, Chorley, Lancs, Gent. July 24. Morris, Chorley

DAVIES, JOB, Southport, retired Tailor. July 31. Buck & Co, Southport

DE COLQUHOUN, JAMES CHARLES HENRY, Les Mimosas, Cannes, France. July 21. Roopers & Whately, Lincoln's inn fields

EAST, JAMES, Kingston hill, Surrey. Aug 1. Durham, Chancery lane and Kingston on Thames

FARNWORTH, WILLIAM, Blackburn, Quarryman. Aug 1. Marriott, Blackburn

FEARNLEY, JAMES, Bolton, Gent. July 20. Fielding & Fernihough, Bolton

GAY, GEORGE, Bristol, Builder. Aug 15. Brittan & Co, Bristol

GODWIN, JANE, Richmond, Surrey. July 31. Russell, Lichfield

GREEN, WILLIAM, Hunslet, Leeds, Cabinet Maker. Oct 1. Emsley & Co, Leeds

GRIGOR, MATILDA, Lakenham, Norwich. Aug 31. Cross & Co, Norwich

HARDING, CHARLES, Westfield rd, Hornsey, retired Auctioneer. Aug 12. Godwin & Son, Wood Exchange, Coleman st

HARE, GEORGE EDWARD, Fulham Park grdns, Gent. Aug 1. Guscotte & Co, Essex st, Strand

HERRIOTT, HORACE, Brighton, Livery Stable keeper. Aug 31. Stevens & Son, Brighton

HESMONDHALGH, THOMAS, Bolton, Hay Dealer. July 20. Fielding & Fernihough, Bolton

HILL, Hon GEOFFREY RICHARD GLEGG, Glasbury, Radnor, Capt. of Royal Horse Guards Blue. July 25. Rowlands & Co, Birmingham

HUNTER, MARTHA, Scarborough. Aug 7. Turnbull & Co, Scarborough

INGLIS, ARABELLA PREVOST, Queen's gate, South Kensington. July 30. C & S Harrison & Co, Bedford row

LONG, EDWIN, Netherhall grds, Hampstead, Artist. Aug 17. Harris, Coleman st

MARLAND, ROBERT, Hollinwood, Lancs, Colliery Proprietor. Sept 1. Ormerod & Allen, Manchester

MUSGRAVE, GEORGE, East Drayton, Notts, Farmer. Sept 5. Mee & Co, Retford

ODGER, JOHN, Newport, I.W., Gent. July 31. Buckell, Newport, I.W.

OSTLE, ELEANOR, Maryport, Cumbrld. Aug 20. Tyson & Hobson, Maryport

PERCY, ANN BARBARA ISABEL, Guyscliffe, Warwick. Sept 1. Heath & Blenkinsop, Warwick

RICHARDSON, ROBERT, Scarborough, Livery Stable Keeper. Aug 19. Birdsall & Cross, Scarborough

ROPE, ELIZABETH, Beauchamp place, Belgrave sq. Aug 1. Rayner, New inn, Strand

ROUTLEDGE, WILLIAM, York, Butcher. Aug 1. Smith, York

SNELHAM, JOSEPH, Preston, formerly Innkeeper. Aug 7. Edelston & Sons, Preston

SPENCER, GEORGE, Maidstone, Wine Merchant. July 31. Long & Gardiner, Lincoln's inn fields

SPRIGGE, ELIZABETH, Bengeo, Herts. Aug 12. Williams & Sprigge, Queen Victoria st

STOKES, EPHRAIM, Farringdon st, Builder. July 26. Davies, Ross

THOMASON, HANNAH, Stretford, Lancs. July 25. Bunting & Co, Manchester

WATSON, CHARLES, Halifax, Gent. Aug 1. Longbottom & Sons, Halifax

WATSON, ELIZABETH, Halifax. Aug 1. Longbottom & Sons, Halifax

WILLIAMS, EDWARD, Chester, Draper. Aug 1. Sisson & George, Rhyl

WILSON, THOMAS, Walton le Dale, Preston, Gent. Sept 1. Dickson, Preston

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, July 3.

RECEIVING ORDERS.

ADAMSON, BELL, & Co, Fenchurch avenue, Merchants High Court Pet June 11 Ord June 29

BUCKINGHAM, GEORGE, St Ives, Cornwall, Fish Merchant Truro Pet July 1 Ord July 1

BULL, CHARLES, The Hummums Hotel, Covent Garden, Gent High Court Pet June 2 Ord June 30

BURGESS, JOHN, Yatesbury, Wilts, Grocer Swindon Pet June 5 Ord June 29

COLLEY, THOMAS, Scarborough, Boot Maker Scarborough Pet July 1 Ord July 1

DAVIES, JAMES MORRIS, Cardigan, Ironmonger Carmarthen Pet June 15 Ord June 29

DE POTHONIER, HENRY, Leadenhall st, Merchant High Court Pet Feb 16 Ord Apr 23

ERWOOD, CHARLES WILLIAM, Charterhouse bldgs, Aldersgate st, Dressing Bag Maker High Court Pet June 29 Ord June 29

ESKDALE, JOHN WILLIAM, Barry, Glam Cardiff Pet June 16 Ord June 29

EMERSON, WILLIAM HENRY, Grimsby, Builder Gt Grimsby Pet June 30 Ord June 30

FLETCHER, OLDFIELD, Halifax, Coal Dealer Halifax Pet June 30 Ord June 30

GILBERTSON, JOHN, Liverpool, Baker Liverpool Pet June 29 Ord June 29

HAMILTON, ALEXANDER CHETWYND, Oxford, Gent Oxford Pet May 21 Ord July 1

JACKSON, WILLIAM, Upper Hopton in Mirfield, Yorks, Innkeeper Dewsbury Pet July 1 Ord July 1

JONES, JOHN JOSEPH, Birmingham, Brassfounder Birmingham Pet July 1 Ord July 1

KAY, ALFRED JAMES, Leigh, Lancs, Plumber Bolton Pet July 1 Ord July 1

KEMPF, ADOLPH, Gt Tower st High Court Pet June 12 Ord July 1

KNOWLES, JOHN, Darwen, Lancs, Plumber, Blackburn Pet June 30 Ord June 30

LOUND, JOHN ADAMS, Bedford row chmbrs, Theobald's rd, High Court Pet June 10 Ord July 1

LUKE, EMILY, Penzance, Cornwall, Butcher Truro Pet Pet July 1 Ord July 1

MOORHOUSE, HENRY, Nelson, Lancs, Warehouseman Burnley Pet June 29 Ord June 29

NICHOLLS, JAMES, Slimbridge, Glos, Builder Gloucester Pet June 27 Ord June 27

NOBLE, THOMAS GRAY, Wigginton, Yorks, Shoemaker York Pet June 29 Ord June 29

OWEN, JOHN, Dwyran, Anglesey, Farmer Bangor Pet June 18 Ord June 30

PERCIVAL, EVERARD, Sandy, Beds, Solicitor's Clerk Bedford Pet July 1 Ord July 1

POWELL, OWEN, Pontypridd, Glam, General Dealer Pontypridd Pet June 27 Ord June 27

RHODES, CHARLES, Bradford, Working Engineer Bradford Pet June 29 Ord June 29

ROBERTS, JOHN, Hassocks, Sussex, retired Captain in H M's Navy Brighton Ord June 25

ROSS, ELLEN HANNAH, Burnley, Milliner Burnley Pet June 30 Ord June 30

SHRAPNEL, PHILIP, Bucklersbury, Cheapside High Court Pet May 29 Ord June 18

SMITH, ALFRED, Darlington, Durham, Boot Dealer Stockton on Tees and Middlesborough Pet June 15 Ord June 30

SMITH, PETER, West Bowling, Bradford, Auctioneer Bradford Pet June 19 Ord June 30

SNOWDEN, GEORGE, Scarborough, Currier Scarborough Pet July 1 Ord July 1

SPRINGTHORPE, WILLIAM, Blackheath, Kent, Ironmonger Greenwich Pet May 27 Ord June 30

THOMAS, JOHN EDMUND, Birmingham, Tailor Birmingham Pet June 29 Ord June 29

WELLS, EBENEZER, Brighton, Auctioneer Brighton Ord June 25

FIRST MEETINGS.

ANDERTON, WILLIAM, Aintree, nr Liverpool, late Grocer July 15 at 2.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester

ASHCROFT, WILLIAM, Fleet st, Brewer July 14 at 2.30 33, Carey st, Lincoln's inn

BAKER, WILLIAM, Barford, Norfolk, Publican July 11 at 11.30 Off Rec, 8, King st, Norwich

BRUNTON, WILLIAM RIDDELL, Sydenham, Kent, Surgeon July 10 at 11.30 24, Railway app, London Bridge

BUTT, EDWARD, Leeds, Builder July 10 at 11 Off Rec, 22, Park row, Leeds

BUTTERWORTH, JOHN, Leeds, Excavator July 10 at 12 Off Rec, 22, Park row, Leeds

COTTERELL, JOHN, Hereford, Insurance Agent July 17 at 10 2, Offa st, Hereford

CRESSY & COMPANY, Hornsey rd, Brewers July 14 at 1 33, Carey st, Lincoln's inn

DRINCQBIER, ADOLPHE HIPPOLYTE HUBERT, Ramsgate, Licensed Victualler July 10 at 10 Off Rec, 5, Castle st, Canterbury

EVANS, WILLIAM, South Walsham, Norfolk, Builder July 11 at 12 Off Rec, 8, King st, Norwich

FLETCHER, OLDFIELD, Halifax, Coal Dealer July 11 at 10.30 Off Rec, Halifax.

FOSTER, PERCY FELIX, St Thomas rd, Harlesden, Pianoforte Tuner July 14 at 12 33, Carey st, Lincoln's inn

GROVES, HENRY, Nottingham, Corn Miller's Traveller July 13 at 11 Off Rec, St Peter's Church walk, Nottingham

HOLDEN, HENRY, Bridport, Dorset, Licensed Hawker July 13 at 12.45 Off Rec, Salisbury

HOOPER, JOSEPH, Grange rd, Bermondsey, Leather Merchant July 15 at 1 33, Carey st, Lincoln's inn

HOWES, THOMAS, Norwich, Journeyman Cabinet Maker July 11 at 11 Off Rec, 8, King st, Norwich

JELLYMAN, FREDERICK, Bethersden, Kent, Farmer July 10 at 9.30 Off Rec, 5, Castle st, Canterbury

LORD, WILLIAM, Parkhurst rd, Holloway, formerly Clerk in Lloyd's Bank July 16 at 11 33, Carey st, Lincoln's inn

MAY, HANNAH, Wisbech, Cambs, Widow July 11 at 1 Off Rec, 8, King st, Norwich

MICHAEL, JOHN, Llanfachreth, Anglesey, Draper July 10 at 12 Crypt chmbrs, Chester

MOORHOUSE, HENRY, Nelson, Lancs, Warehouseman July 16 at 1.30 Exchange Hotel, Nicholas st, Burnley
MORROW, HENRY, Halifax, Gunmaker July 11 at 11 Off Rec, Halifax
NICHOLAS, FREDERICK, Upper Gloucester pl, Dorset sqr, formerly Stockbroker July 15 at 11 33, Carey st, Lincoln's inn
NICHOLLS, JAMES, Slimbridge, Glos, Builder July 11 at 12 Off Rec, 15, King st, Gloucester
NOBLE, THOMAS GRAY, Wigginton, Yorks, Shoemaker July 14 at 11.30 Off Rec, York
PAGET, ARTHUR, Loughborough, Mechanical Engineer July 14 at 12.30 Off Rec, 34, Friar lane, Leicester
PARSONS, JAMES, Stretton Sugwas, Herefordshire, Carpenter July 17 at 10.15 2, Offa st, Hereford
PROUT, WILLIAM, New Southgate, Edmonton, Builder July 10 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
RHODES, CHARLES, Bradford, Working Engineer July 13 at 3 Off Rec, 31, Manor row, Bradford
RIDGWAY, WILLIAM THOMAS, Edgware rd, Fishmonger July 14 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
ROSS, ELLEN HANNAH, Burnley, Milliner July 16 at 2 Exchange Hotel, Nicholas st, Burnley
ROWSELL, S M, Copthall bldgs, Stockbroker July 16 at 2.30 33, Carey st, Lincoln's inn
SMITH, PETER, West Bowling, Bradford, Auctioneer July 16 at 11 Off Rec, 31, Manor row, Bradford
TURNER, MARY, Cleator Moor, Milliner July 13 at 12.30 67, Duke st, Whitehaven
TWEEDALE, SAMUEL JOSEPH, Guildford, Surrey, Licensed Victualler July 13 at 3 White Hart Hotel, Guildford
WARNE, JOHN, Blackfriars rd, Pewterer July 15 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
WILLIAMS, HUGH, Brynsiencyn, Anglesey, Tailor July 15 at 12 Crypt chmbrs, Chester
WRIGHT, HENRY, Felpham, Bognor, Sussex, Butcher July 13 at 12 Royal Norfolk Hotel, Bognor
YOUNG, FREDERICK, Fortess rd, Kentish town, Cheesemonger July 16 at 1 33, Carey st, Lincoln's inn

The following amended notice is substituted for that published in the London Gazette, June 26.

RICHARDS, JOSEPH, Goldsithney, St. Hilary, Cornwall, Grocer July 4 at 10.30 Off Rec Office, Boscawen st, Truro

ADJUDICATIONS.

ABRAHAMS, JOHN, Mile End rd, Grocer High Court Pet June 6 Ord June 29
ARMSTRONG, ARTHUR, Weston, Notts, Blacksmith Nottingham Pet June 8 Ord June 30
BAILEY, JOSEPH GEORGE, Clifton, Bristol, Gardener Bristol Pet June 19 Ord June 30
BUCKINGHAM, GEORGE, St Ives, Cornwall, Fish Merchant Truro Pet July 1 Ord July 1
BURGESS, JOHN, Yatesbury, Wilts, Grocer Swindon Pet June 5 Ord June 30
CAPSEY, HENRY, Romford rd, Stratford, Builder High Court Pet Apr 23 Ord July 1
COLLEY, THOMAS, Scarborough, Boot Maker Scarborough Pet July 1 Ord July 1
D'ALAVENE, J M, Camden rd High Court Pet Feb 4 Ord June 29
DAVIES, JAMES MORRIS, Cardigan, Ironmonger Carmarthen Pet June 15 Ord June 29
EDWARDSON, JAMES, Wigan, Grocer Wigan Pet Apr 14 Ord June 26
EMERSON, WILLIAM HENRY, Grimsby, Builder Gt Grimsby Pet June 30 Ord June 30
ERWOOD, CHARLES WILLIAM, Charterhouse bldgs, Aldersgate st, Dressing Bag Maker High Court Pet June 29 Ord June 29
FLETCHER, OLDFIELD, Halifax, Coal Dealer Halifax Pet June 30 Ord June 30
GRANT, CHARLES LYALL, Fenchurch avenue, Merchant High Court Pet June 11 Ord July 1
HAIMSOHN, D, Bell lane, Spitalfields, Flour Factor High Court Pet June 6 Ord July 1
HARDY, WILLIAM ARTHUR, Nottingham, Timber Merchant Nottingham Pet April 15 Ord June 30
HIGGINS, WILLIAM, Cheriton, nr Alresford, Hants, no occupation Winchester Pet May 30 Ord June 30
HOLDEN, HENRY, Bridport, Dorset, Licensed Hawker Dorchester Pet June 27 Ord July 1
JACKSON, WILLIAM, Upper Hopton in Mirfield, Yorks, Innkeeper Dewsbury Pet July 1 Ord July 1
JAFFERSON, JAMES, Mile End rd, Tobacconist High Court Pet June 25 Ord July 29
KAY, ALFRED JAMES, Leigh, Lancs, Plumber Bolton Pet July 1 Ord July 1
KNOWLES, JOHN, Darwen, Plumber Blackburn Pet June 30 Ord June 30
LARKIN, EDGAR ALBERT COOPER, Millbank, Heath, Kent, Engineer Canterbury Pet June 10 Ord June 29
LEE, HERBERT JAMES, Aldermanbury, Woollen Merchant High Court Pet June 6 Ord July 1
LUKE, EMILY, Penzance, Cornwall, Butcher Truro Pet June 27 Ord July 1
MOORHOUSE, HENRY, Nelson, Lancs, Warehouseman Burnley Pet June 29 Ord June 29
MORROW, HENRY, Halifax, Gunmaker Halifax Pet June 27 Ord June 29
NEVILLE, GEORGE, Southsea, Lodging House Keeper Portsmouth Pet June 11 Ord June 27
NICHOLLS, JAMES, Slimbridge, Glos, Builder Gloucester Pet June 27 Ord June 29
NOBLE, THOMAS GRAY, Wigginton, Yorks, Shoemaker York Pet June 29 Ord June 29
PERCIVAL, EVERARD, Sandy, Beds, Solicitor's Clerk Bedford Pet July 1 Ord July 1
REEVES, ARTHUR BERNARD, Birmingham, Stamper Birmingham Pet June 23 Ord June 30
RHODES, CHARLES, Bradford, Working Engineer Bradford Pet June 29 Ord June 29
ROSS, ELLEN HANNAH, Burnley, Milliner Burnley Pet June 29 Ord June 30
TWITCHIN, PERCY HERBERT BENONI, and JAMES DODDIN, Earl st, Edgware rd, Licensed Victuallers High Court Pet June 11 Ord June 29
WESTERGAARD CARL FREDERICK, formerly Denbigh st, Pimlico, of no occupation High Court Pet May 21 Ord July 1

London Gazette—TUESDAY, July 7.

RECEIVING ORDERS.

ALDERSON, CHRISTOPHER, Middleton Junction, Chadderton, Journeyman Joiner Oldham Pet July 2 Ord July 2
ALMOND, WILLIAM JOHN, Cheapside High Court Pet Feb 20 Ord June 15
BACON, GEORGE THOMAS, Luton, Beds, Grocer Luton Pet July 3 Ord July 3
BOWER, SAMUEL, Shepley, nr Huddersfield, Clothier Huddersfield Pet June 23 Ord July 3
BROWN, THOMAS, Liverpool, Ladies' Outfitter Liverpool Pet July 3 Ord July 3
BRYDON, JOHN, Kingsland rd, Furrier High Court Pet June 26 Ord July 2
BULL, JAMES ADOLPHUS, Throgmorton st, Stockbroker's Clerk High Court Pet July 3 Ord July 3
CLARE, EDWIN, Guilford st, Architect High Court Pet July 3 Ord July 3
DAVIES, THEOPHILUS, Pontlottyn, Glam, Grocer Merthyr Tydfil Pet July 1 Ord July 1
DORAN, JAMES, New Brompton, Gillingham, retired Surgeon Major Rochester Pet July 2 Ord July 2
DOWDES, CHARLES, Cheapside, Auctioneer High Court Pet June 11 Ord July 3
FITTER, WALTER, and HENRY WALTER ANKRETT, Wolston, Warwickshire, Builders Coventry Pet July 2 Ord July 2
FOSTER, SAMUEL, Boothen, Stoke upon Trent, Grocer Stoke upon Trent Pet July 2 Ord July 2
GOVETT, GEORGE SLOCOMBE, Whitnell, Fiddington, Somerset, late Farmer Bridgwater Pet July 3 Ord July 3
GUNN, EDWARD WILLIAM, Ipswich, Taxidermist Ipswich Pet June 29 Ord June 29
HORMAN, GEORGE WILLIAM, Leeds, late Licensed Victualler Leeds Pet June 29 Ord July 2
HURRELL, WILLIAM BLOWERS, Little Bentley, Essex, late Grocer Colchester Pet July 1 Ord July 1
JOHNSON, W R, Poplars avenue, Willesden Park High Court Pet May 28 Ord July 3
LEWIS, ESTHER, Ton Pentre, Glam, Boot Dealer Pontypridd Pet July 4 Ord July 4
LINARD, WILLIAM FREDERICK ATKINSON, Leyton Park rd, Leyton, of no occupation High Court Pet July 2 Ord July 2
LLOYD, GEORGE, Heaton, Newcastle on Tyne, Soap Agent Newcastle on Tyne Pet June 10 Ord July 1
MARCHANT, FREDERICK, Leeds, Cart Driver Leeds Pet July 1 Ord July 1
MARTIN, EMANUEL, Ponsharding, Budock, Cornwall, Shipbuilder Truro Pet July 2 Ord July 2
MAY, WILLIAM TRELEAVEN, St Austell, Cornwall, Butcher Truro Pet July 4 Ord July 4
PARHAM, CHARLES BLANDFORD, Torquay, Wine Merchant Exeter Pet July 4 Ord July 4
ROWLANDS, CHARLES, Gwrhay, nr Argoed, Mon, Carpenter Newport, Mon Pet July 4 Ord July 4
RULE, CHARLES, Newcastle on Tyne, Grocer Newcastle on Tyne Pet July 2 Ord July 2
SESSARAGO, JOHN, Hereford, Boot Dealer Hereford Pet July 2 Ord July 2
SHEARER, JOHN HENRY, Sheffield, Sheep Shear Manufacturer Sheffield Pet July 2 Ord July 2
SHIELDS, JOHN, Bigrigg, Cumbrid, Iron Ore Miner Whitehaven Pet July 2 Ord July 2
STEER, ISAAC, Woking, Surrey, Builder Guildford and Godalming Pet June 13 Ord July 2
STEVENS, CHARLES, Salisbury, Builder Salisbury Pet July 3 Ord July 3
STORER, JAMES, Barrow on Soar, Leics, Publican Leicester Pet July 2 Ord July 2
THOMAS, JOHN, and SONS, Pantllwydrew, nr Cefn Cribbwr, Glam, Farmers Cardiff Pet June 30 Ord June 30
TOYE, STEPHEN, Montgomery, Coal Merchant Newtown Pet June 9 Ord July 3
UNDERWOOD, JOHN THOMAS, Leicester, Hosiery Warehouseman Leicester Pet July 4 Ord July 4
WILLIAMS, BENJAMIN, Orrell, nr Wigan, Grocer Wigan Pet July 4 Ord July 4
WINDER, JOHN, Burnley, Boot Maker Burnley Pet July 3 Ord July 3
WOOD, WALTER JAMES, Weston, nr Bath, Grocer Bath Pet July 4 Ord July 4

FIRST MEETINGS.

ADAMSON, BELL, & Co, Fenchurch avenue, Merchants July 17 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
AINSWORTH, WILLIAM, South Bank, Yorks, Builder July 15 at 3 Off Rec, 8, Albert rd, Middlesborough
ALDERSON, CHRISTOPHER, Middleton Junction, Chadderton, Lancs, Journeyman Joiner July 16 at 3 Off Rec, Priory chmbrs, Union st, Oldham
ANDERSON, FREDERICK WALTER, Hastings, Builder July 16 at 12 Off Rec, 4, Pavilion bldgs, Brighton
ARMSTRONG, ARTHUR, Weston, Notts, Blacksmith July 14 at 11 Off Rec, St Peter's Church walk, Nottingham
BAMBER, CHARLES, Wainfleet All Saints, Lincs, Plumber July 16 at 12 Off Rec, 48, High st, Boston
BAMBER, ROBERT STEPHENSON, Skegness, Lincs, Plumber July 16 at 12.30 Off Rec, 48, High st, Boston
BENNETT, JAMES BEARD, Marlborough Mews, Window Blind Maker July 21 at 12 33, Carey st, Lincoln's inn
BOSCOE, H E, and JOHN DANIEL DOPSON, Liverpool, Corn Merchants July 17 at 3 Off Rec, 35, Victoria st, Liverpool
BOWER, SAMUEL, Shepley, nr Huddersfield, Clothier July 17 at 3 Haigh & Son, Solicitors, 55, New st, Huddersfield
BURNINGHAM, JAMES, Cocking, nr Midhurst, Sussex, Grocer July 15 at 12 Dolphin Hotel, Chichester
BUTSON, H R, Swinton st, Gray's inn rd, Builder July 21 at 1 33, Carey st, Lincoln's inn
CALLAND, CAPTAIN A H, Dover st, Piccadilly July 17 at 1 33, Carey st, Lincoln's inn
CAMERON, PETER, Leeds, Restaurant Carver July 15 at 11 Off Rec, 22, Park row, Leeds
CARLYON, CLEMENT WINSTANLEY, Budleigh, Salterton, Devon, Lieutenant Colonel (Retired) July 18 at 11 Castle, Exeter
CLEPHAN, EUGENE EDWARD, Stockton on Tees, Architect July 15 at 3 Court house, Bridge rd, Stockton on Tees
COCKROFT, CHARLES, Wingate, Durham, Draper July 14 at 3 Off Rec, 25, John st, Sunderland
COLLIVER, GEORGE VEALE, Dornton rd, Balham, Builder July 21 at 2.30 33, Carey st, Lincoln's inn
CRISP, JOHN, Norton, Stockton on Tees, Commission Agent July 15 at 3 Off Rec, 8, Albert rd, Middlesborough
DAVIES, JAMES MORRIS, Cardigan, Ironmonger July 14 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
DE POTHONIER, HENRY, Leadenhall st, Merchant July 21 at 11 33, Carey st, Lincoln's inn
DORAN, JAMES, New Brompton, Gillingham, Kent, retired Surgeon Major July 16 at 11.30 Off Rec, High st, Rochester
DUTTON, HELEN, and WALTER JAMES DUTTON, Davenham, Northwich, Cheshire July 10 at 11 Royal Hotel, Crewe
FITTER, WALTER, and HENRY WALTER ANKRETT, Wolston, Warwickshire, Builders July 16 at 2.15 Off Rec, 17, Hertford st, Coventry
GILBERTSON, JOHN, Liverpool, Baker July 16 at 3 Off Rec, 35, Victoria st, Liverpool
GOY, DAVID, Kingston upon Hull, Property Agent July 14 at 11 Off Rec, Trinity House lane, Hull
GUNN, EDWARD WILLIAM, Ipswich, Taxidermist July 21 at 12 36, Princes' st, Ipswich
HILL, A C, Cannon st, Company Promoter July 17 at 11 33, Carey st, Lincoln's inn
HOOKWAY, ROBERT TAYLOR, Bideford, Devon, Architect July 15 at 11 Off Rec, 5a, Hammet st, Taunton
HUGHES, JOHN OWEN, Dyffryn Aled, Colwyn Bay, Denbighshire, Builder July 15 at 2 Crypt chambers, Chester
HURRELL, WILLIAM BLOWERS, Little Bentley, Essex, late Grocer July 18 at 12 Townhall, Colchester
JACKSON, WILLIAM, Upper Hopton in Mirfield, Yorks, Innkeeper July 15 at 3 Off Rec, Bank chmbrs, Batley
JEFFERY, SAMUEL, Wrexham, Denbighshire, formerly Boot Dealer July 14 at 11.30 Priory, Wrexham
KAY, ALFRED JAMES, Leigh, Lancs, Plumber July 14 at 11 16, Wood st, Bolton
KNOWLES, JOHN, Darwen, Plumber July 15 at 1 County Court House, Blackburn
LIDGATE, MARION LILLIE FLORENCE, Torrington sq, Bloomsbury, Boarding house Keeper July 15 at 12 33, Carey st, Lincoln's inn
LUKE, EMILY, Penzance, Cornwall, Butcher July 15 at 11.30 Off Rec, Boscawen st, Truro
MARTIN, EMANUEL, Ponsharding, Budock, Cornwall, Shipbuilder July 15 at 12.30 Off Rec, Boscawen st, Truro
REEVES, ARTHUR BERNARD, Birmingham, Stamper July 15 at 11 25, Colmore row, Birmingham
REYNOLDS, HENRY, Exeter, Builder July 15 at 11 Off Rec, 13, Bedford circus, Exeter
RICE, EDWARD WILLIAM, Ditchling, Sussex, Gent July 16 at 3 Off Rec, 4, Pavilion bldgs, Brighton
SEYMOUR, EDWARD HENRY, Worcester, Sewing Machine Factor July 14 at 10.30 Off Rec, Worcester
SHIELDS, JOHN, Bigrigg, Cumbrid, Iron Ore Miner July 16 at 2 67, Duke st, Whitehaven
SIMPSON, WILLIAM SPENCER, Leigh, Staffs, Solicitor July 21 at 2 30 North Stafford Hotel, Stoke upon Trent
STEVENS, CHARLES, Salisbury, Builder July 17 at 3 Off Rec, Salisbury
STORER, JAMES, Barrow on Soar, Leics, Publican July 15 at 12 Off Rec, 34, Friar lane, Leicester
THOMAS, JOHN EDMUND, Birmingham, Tailor July 16 at 11 25, Colmore row, Birmingham
TOMLINSON, HENRY GEORGE SECERSON, Oswestry, Salop, Licensed Victualler July 14 at 11 Priory, Wrexham
WAKEFIELD, THOMAS HENRY, New Leake, Lincs, Publican July 16 at 12.15 Off Rec, 48, High st, Boston
WALTERS, ALBERT, Milward rd, Hastings, Sussex, Builder July 16 at 12.30 Off Rec, 4, Pavilion bldgs, Brighton
WILLIAMS, ALBERT CLIVE, Tonypandy, Glam, Boiler Maker July 16 at 12 Off Rec, Merthyr Tydfil
WILLIAMS, RODERICK LLOYD, Aintree, nr Liverpool, Corn Factor July 23 at 3 Off Rec, 35, Victoria st, Liverpool
WILSON, JOHN, Liverpool, Wine Merchant July 17 at 2 Off Rec, 35, Victoria st, Liverpool

ADJUDICATIONS.

ALDERSON, CHRISTOPHER, Middleton Junction, Chadderton Lane, Journeyman Joiner Oldham Pet July 2 Ord July 2
BACON, GEORGE THOMAS, Luton, Beds, Grocer Luton Pet July 3 Ord July 3
BOWMAN, OSWALD ARTHUR, Queen Victoria st High Court Pet April 10 Ord July 4
BRADLEY, JOE KAYE, Shepley, nr Huddersfield, Clothier Huddersfield Pet June 15 Ord July 2
BROWN, THOMAS, Liverpool, Ladies' Outfitter Liverpool Pet July 3 Ord July 3
BRYDON, JOHN, Kingsland rd, Furrier High Court Pet June 26 Ord July 4
CLARE, EDWIN, Guilford st, Architect High Court Pet July 3 Ord July 3
CLEPHAN, EUGENE EDWARD, Stockton on Tees, Architect Stockton on Tees Pet June 23 Ord July 2
CONNOR, PETER, Liverpool, Metal Merchants Liverpool Pet May 13 Ord July 2
DAVIES, THEOPHILUS, Pontlottyn, Glam, Grocer Merthyr Tydfil Pet July 1 Ord July 3
DORAN, JAMES, New Brompton, Gillingham, Kent, Retired Surgeon Major Rochester Pet July 2 Ord July 2
ESKDALE, JOHN WILLIAM, Barry, Glam Cardiff Pet June 16 Ord June 29
FOSTER, SAMUEL, Boothen, Stoke upon Trent, Grocer Stoke upon Trent Pet July 2 Ord July 2

GILBERTSON, JOHN, Liverpool, Baker Liverpool Pet June 26 Ord July 4
GOY, DAVID, Kingston upon Hull, Property Agent Kingston upon Hull Pet June 11 Ord June 30
GUNN, EDWARD WILLIAM, Ipswich, Taxidermist Ipswich Pet June 29 Ord June 29
HALL, JAMES, Smethwick, Staffs, Undertaker West Bromwich Pet June 19 Ord July 2
HOSKING, RICHARD, Dalton in Furness, Lancs, Engineer Ulverston and Barrow in Furness Pet June 16 Ord July 3
HURRELL, WILLIAM BLOWERS, Little Bentley, Essex, late Grocer Colchester Pet June 30 Ord July 1
LANGDON, HENRY WILLIAM, late High st, Sutton, Lead Merchant High Court Pet Apr 13 Ord July 3
LINARD, WILLIAM FREDERICK ATKINSON, Leyton Park rd, Leyton, of no occupation High Court Pet July 2 Ord July 4
MARCHANT, FREDERICK, Leeds, Cart Driver Leeds Pet July 1 Ord July 1
MARTIN, EMANUEL, Ponsharding, Budock, Cornwall, Shipbuilder Truro Pet July 1 Ord July 2
NAYLOR, JAMES DAWSON, Aldingham, nr Ulverston, Lancs, Farmer Ulverston Pet April 24 Ord July 3
OLLIS, GEORGE, Kingswood Hill, Glos, Tailor Bristol Pet June 11 Ord July 2
POWELL, OWEN, Pontypridd, Glam, General Dealer Pontypridd Pet June 27 Ord July 1
REYNOLDS, HENRY, Exeter, Builder Exeter Pet June 8 Ord July 1
RIGG, JOHN ASHBURNER, Ireleth, Askam in Furness, Lancs, Butcher Ulverston and Barrow in Furness Pet June 22 Ord July 3
RULE, CHARLES, Newcastle on Tyne, Grocer Newcastle on Tyne Pet July 2 Ord July 2
SESSARAGO, JOHN, Hereford, Boot Dealer Hereford Pet July 2 Ord July 2
SHEARER, JOHN HENRY, Sheffield, Sheep Shear Manufacturer Sheffield Pet July 2 Ord July 2
SHIELDS, JOHN, Bigrigg, Cumbrid, Iron Ore Miner Whitehaven Pet July 2 Ord July 4
SHRAPNEL, PHILIP, Cheapside High Court Pet May 29 Ord July 4
SMITH, ALFRED, Darlington, Durham, Boot Dealer Stockton on Tees and Middlesborough Pet June 10 Ord July 2
STORER, JAMES, Barrow on Soar, Leics, Publican Leicester Pet July 2 Ord July 2
THOMAS, JOHN EDMUND, Birmingham, Tailor Birmingham Pet June 29 Ord July 3
UNDERWOOD, JOHN THOMAS, Leicester, Hosiery Warehouseman Leicester Pet July 4 Ord July 4
WARREN, JOHN CHALCRAFT, Iping, Sussex, Paper Manufacturer Brighton Pet June 25 Ord July 3
WEBB, JAMES SINKINS, Hatfield, Herts, Butcher St Albans Pet June 26 Ord June 30
WIGGINS, EDWARD JOYNES, Budge row, Chemical Agent High Court Pet May 5 Ord July 2
WILLIAMS, HUGH, Brynsiencyn, Anglesey, Tailor Bangor Pet June 24 Ord July 4
WOOD, WALTER JAMES, Weston, nr Bath, Grocer Bath Pet July 4 Ord July 4

SALES OF ENSUING WEEK.

July 13.—W. H. COLLIER, Esq., at the Mart, E.C., at 2 o'clock, Freehold Building Land (see advertisement, July 4, p. 601).
June 13.—Messrs. G. GOULDSMITH, SON, & Co., at the Mart, E.C., at 2 o'clock, Leasehold Residences (see advertisement, this week, p. 4).
July 13.—ALFRED RICHARDS, Esq., at the Mart, E.C., at 2 o'clock, Freehold Ground-Rents (see advertisement, this week, p. 4).
July 14.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, E.C., at 2 o'clock, Freehold Property (see advertisement, June 6, p. 7).
July 14.—Messrs. FURBER, PRICE, & FURBER, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Properties (see advertisement, June 27, p. 583).
July 15.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Freehold Property (see advertisement, July 4, p. 601).
July 15.—Messrs. FEW & DREWEATT, at the Chequers Hotel, Newbury, Residential and Sporting Estate (see advertisement, June 20, p. 4).
July 17.—Messrs. FULLER, HORSEY, SONS, & CASSELL, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Properties (see advertisement, this week, p. 4).

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

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All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.